

COLLECTIVE BARGAINING AGREEMENT

between

IAFF Local 413

and

CITY OF ROCKFORD, ILLINOIS

January 1, 2009 through December 31, 2011

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PREAMBLE

This Agreement, made and entered into by the City of Rockford, a municipal corporation, hereinafter referred to as the "City" and Local 413 of the International Association of Fire Fighters AFL-CIO-CLC, hereinafter referred to as the "Union", has as its general intent the promotion of a sound, harmonious and mutually beneficial relationship between the parties hereto. In pursuit thereof, it is the specific purpose of this Agreement to establish an equitable and peaceful procedure for the resolution of differences between the parties on the interpretation and application of this Agreement and to set forth the rates of pay, hours of work, and conditions of employment. All references to the male gender apply equally to the female gender.

The parties recognize the interests of the entire community and its citizens are paramount and therefore the parties pledge to be governed by the highest ideals of honor and integrity in all public and personal conduct necessary or proper to safeguard the life, the property, and the interest of the entire community and its citizens.

ARTICLE 1
CITY RIGHTS

1.1 CITY AUTHORITY

Nothing in this Agreement shall be construed as delegating to others the authority vested in the City, a municipal corporation, in the State of Illinois, and its duly elected and appointed officers, or the Rockford Board of Fire and Police Commissioners, or in any way abridging or reducing the authority of the City, said Board, said elected or appointed officials, or infringing upon the responsibility thereof to the people of the City.

1.2 MANAGEMENT RIGHTS

Except as expressly modified by this Agreement, the City retains the sole right and authority to operate and direct the affairs of the City, including the exclusive management, control and operation of the Fire Department including, but not limited to, all rights and authority exercised by the City and the Fire Department prior to the execution of this Agreement. Said rights include, but are not limited to, the right to set standards of service, and protection to be offered to the citizens; direct the working forces; prescribe overtime and the policies related thereto; select the managerial and supervisory employees; direct, plan, control, and determine the operations of the Fire Department and the services to be delivered to the citizens; to assign and reassign Employees to tasks within their classification; and outside their classification in accordance with Article 15 of this Agreement; to hire and promote Employees; to demote, suspend, discipline or discharge for just cause; relieve Employees due to lack of work or discharge for just cause; relieve Employees due to lack of work or other legitimate reasons; make and enforce rules and regulations and make changes therein; change methods of operations, equipment, or facilities, including contracting and subcontracting provided, however, that the exercise of any of the above rights shall not conflict with any of the provisions of this Agreement. All of the foregoing is to be in accord with the currently existing applicable State statutes, City ordinances, and local rules and regulations. These management rights are not subject to the grievance procedure, but nothing in the Article shall be deemed to deny the right of any Employee to submit a grievance claiming or charging violation of any subsequent provision thereof.

ARTICLE 2 **THE UNION**

2.1 RECOGNITION

Pursuant to the election held on March 7, 1972, in which the Union was chosen as the collective bargaining representative by a majority of the uniformed Employees, and in accordance with a conforming Ordinance which amended Chapter 2, Administration, of the Code of Ordinances of the City of Rockford, the City does hereby recognize the Union as the exclusive organized representative for purpose of collective bargaining with respect to wages, hours of work, and other conditions of employment for the following Fire Department Employees (hereinafter referred to as Employees): All uniformed Fire Department personnel, excluding: The Chief, Assistant Chief, Division Chiefs, Training Administrator/Chief, Assistant Division Chiefs, District Chiefs, Fire Equipment/Safety Manager, Uniformed Employees Represented by AFSCME 1058 Telecommunicator(Non-Fire), and clerical personnel of the Fire Department. This Agreement to bargain collectively only with the Union for the Employees does not preclude the right of one or more individual Employees to present grievances, suggestions, or proposals on their own behalf to the Fire Department chief officers. This recognition will continue so long as a majority of the Employees desire to be represented by the Union; their desire not to be so represented shall be expressed by ballot in the same manner as the election resulting in favor of such recognition, and their desire not to be so represented shall not affect the terms of this Agreement.

2.2 UNION MEMBERSHIP

Employees who are members of the Union on the effective date hereof, and other Employees who thereafter voluntarily become members, will not be encouraged by the City to drop their membership, provided that for a period of fifteen (15) days prior to the termination date of this Agreement any Union member may withdraw from the Union without prejudice or penalty by the Union, by sending notice of such withdrawal to the Union with copy to the City.

2.3 PAYROLL DEDUCTION

Pursuant to 50 ILCS 125/2, any employee defined in Article 2.1 may request the City to deduct once each month from his earnings and remit to the Treasurer of the Union dues uniformly levied by the Union by properly executing and submitting to the City's Payroll Officer the "Authorization for Payroll Deduction" form. Said form shall be provided by the Union and approved by the City's Payroll Officer.

The City's Payroll Officer shall honor all "Authorization for Payroll Deduction" forms received by him not later than ten (10) working days prior to the next deduction date. Deductions shall be made on the second pay date of each month in the amount certified to the City by the Treasurer of the Union.

2.4 REMITTANCE OF DUES

Total deductions collected for each calendar month shall be remitted by the City to the Treasurer of the Union together with a list of Employees for whom the deductions have been made, not later than ten (10) calendar days after the date said deductions were withheld.

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2.5 SUSPENSION OF DEDUCTIONS

Deductions shall be withheld and remitted to the Treasurer of the Union unless or until such time as the City's payroll officer receives duly executed written notice of revocation of an Employee's Authorization for Payroll Deduction from the Employee or official notice of any Employee's death, transfer from covered employment, or when there are insufficient funds available in the Employee's earnings after withholding all other legal and required deductions. Information concerning dues not deducted under this Article shall be forwarded to the Union Treasurer by the payroll officer, and this action will discharge the City's only responsibility with regard to such cases. Deductions of violating members shall cease at such time as a strike or work stoppage occurs in violation of Article 14 (No Strike-No Lock Out).

2.6 INDEMNIFICATION

Only items contained in this Article will be deducted, and any amounts deducted improperly by the City because of Union constitutional or by-laws provisions, as well as rebates and death reimbursement, shall be refunded by the Union to the Employee. The Union will indemnify and hold the City harmless against any and all claims, demands, damages, suits or other forms of liability that may arise out of or by reason of action taken or not taken by the City for the purpose of complying with the provisions of this Article, or in reliance upon any list, notice, assignment or authorization furnished to the City by the Union. Any sum paid to the Union in error shall be corrected upon presentation of proper evidence thereof. This Article further indemnifies, holds harmless and does not impose any liability upon any individual Employee.

2.7 UNION BUSINESS

Under arrangements to be made by the Chief, the City agrees to allow Union members, who are either elected or appointed, time off to attend conventions, seminars, and those meetings made necessary by their election or appointment. Such time off may be taken by rescheduling vacation, holiday or Kelly time. It is also agreed that those members elected or appointed to Union positions will be allowed to have anyone from this Union of equivalent position work for them on a voluntary basis so that they might attend those necessary meetings, subject to the approval of the Chief.

The Union President, Vice-President, Secretary and Treasurer will be allowed time off, not to exceed four (4) hours, one (1) time per month to attend regularly scheduled Union and Executive Board meetings, provided the arrangements are approved at least two (2) calendar days in advance by the Employee's District Chief.

The City agrees that no more than three (3) Union members on duty at any one time shall be allowed time off with pay not to exceed four (4) hours at one time for the purpose of fulfilling their Union duties, which shall be defined as necessary local meetings, dealing with matters that affect negotiations, wages, hours or working conditions. Additional requests not covered by the foregoing will be determined on a case-by-case basis by the Chief.

ARTICLE 3
SENIORITY

3.1 DEFINITION

Seniority, as distinguished from longevity and Seniority in Grade as defined in this Agreement, is defined as length of service as an Employee of the Fire Department. An Employee's seniority date is defined as the date of his original appointment. Seniority shall continue to accumulate during all authorized and paid leaves of absence. However, seniority shall not accumulate during unauthorized unpaid leaves of absence or subsequent to termination. Seniority shall be deemed lost when, for a period of greater than one (1) year (365 days), an Employee has quit, taken an unauthorized leave of absence, or been terminated for cause.

Longevity, as used in this agreement, is defined as the length of continuous service as an Employee of the City of Rockford. Longevity includes all periods of employment with the Fire Department as determined under seniority plus the total period of continuous employment with the City of Rockford prior to employment with the Fire Department. Longevity is used in this agreement for calculations of vacation accrual and determination of longevity wage increases. Any former employee of the City of Rockford who was not an employee at the time of original appointment to the Fire Department will not receive credit toward longevity for any period of employment with the Fire Department.

Seniority in Grade, as used in this agreement, is defined as the length of service as an employee in a particular pay classification. Seniority in Grade is used in this agreement to determine applicability of pay step increases. Seniority in Grade will continue to accrue during all periods in which the employee continues to serve in the payroll classification and during which seniority accrues.

3.2 EMPLOYEE'S LIST

On the first day of each January, a complete seniority list shall be compiled of all Employees in accordance with length of service as an Employee of the Fire Department as determined by the records of the Board of Fire and Police Commissioners. Said list shall be posted at each fire station and a copy furnished to the Union. The list shall stand approved unless objections thereto are received by the Chief within fourteen (14) days after said list has been posted.

3.3 SENIORITY RIGHTS

Seniority shall be used whenever an Employee may exercise length of service as an Employee of the Fire Department in the selection of vacation periods. With regard to Employees having the same seniority date, relative seniority shall be determined according to the entrance test score as recorded in the records of the Fire and Police Commission with the Employee having the higher score being deemed more senior.

ARTICLE 4 **WORKING CONDITIONS**

4.1 COMPANY STRENGTH

In accordance with the total complement authorized by the City Council, the number of stations to be manned, and the manpower available, the City will continue to distribute men and officers to achieve the highest efficiency of operations and the greatest protection, and in the interest of fire fighter safety.

The parties mutually agree this section shall mean that the current level of manpower will be continued, with no fewer than sixty-two (62) personnel working per shift (A, B, C), who are assigned to a maximum of fifteen (15) companies and five (5) ambulances. Plus two (2) airport personnel, so long as an Intergovernmental Agreement between the Airport Authority and the City of Rockford for fire services at the airport is in effect. The manning number will be increased by airport personnel pursuant to the provisions below.

The airport manning will be directly related to the index of fire protection required at the airport. An independent company will be implemented at the airport, (Officer, Driver and Firefighter) effective January 1, 2010 or when the fire protection index increases, whichever is sooner.

Effective January 1, 2008 an additional driver engineer per shift will be added to the airport firefighting company.

Effective October 9, 2009 the parties shall convene a joint committee to recommend the establishment of deployment protocols to accommodate up to 2 additional ambulances with the present staffing. The committee has no obligation to reach an agreement.

4.2 HOURS

For Employees scheduled fifty-one (51) hours per week, a duty day shall be defined as twenty-four consecutive hours, and the work day shall begin at 8:00 a.m. The schedule for all employees of this schedule shall be twenty-four (24) hours on duty, and forty-eight (48) hours off duty. Employees on this schedule shall be eligible for time off to create an average of fifty-one (51) hours of work per week in each calendar year. Such time off shall be earned at the rate of eleven (11) days in a full calendar year or approximately one duty day every 33.18 calendar days (approximately 2.17 hours per duty day scheduled), the employee is assigned to this shift. This time off is known as "kelly days". Employees will be allowed to select anticipated "kelly days" off in accordance with Section 8.2 of this Agreement. Overtime shall be calculated consistent with Section 4.5 of this Agreement.

Employees normally assigned to the average fifty-one (51) hour work week will be considered to remain on this schedule during temporary assignments that do not extend beyond the regular forty (40) hour work week as defined in this section.

Employees assigned to an average fifty-one (51) hour per week schedule will be assigned to a twenty-seven (27) day work period which begins and ends at 8:00 p.m. on a scheduled duty day. The 27-day work periods for each shift are set forth in Appendix "A" page 1 of 2 and page 2 of 2. When an employee is transferred the length of the work period may be shorter or longer to ensure the period begins and ends on a scheduled duty day.

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For employees scheduled to work forty (40) hours per week, the normal work day is 8:00 a.m. to 5:00 p.m., and the normal work week is Monday through Friday. With two (2) weeks' prior notice, an Employee's work day may be variable Monday through Friday, to provide coverage for specific duties that cannot be accomplished during his normal duty day. During Fire Prevention Week, the work week is variable Monday through Saturday.

4.2.A HOURS OF WORK FOR TELECOMMUNICATOR (FIRE)

A. Work Day/Work Week

1. For Telecommunicator(s)-Fire, the established workweek shall begin and end according to the following shift assignments:

A & C (days) – 12:01 PM Saturday through 12:00 PM (Noon) the following Saturday

B & D (nights) – 12:01 AM Sunday through 12:00 AM (Midnight) the following Sunday

2. The workweek shall consist of an average forty-two-- (42) hour workweek. The above shifts shall be permanently assigned shifts according to the provisions of this agreement. Telecommunicators (Fire) work days shall be divided into two (2) shifts. Day shifts shall be 6:00 a.m. to 6:00 p.m. Night shifts shall be 6:00 p.m. to 6:00 a.m. Telecommunicators (Fire) assigned to night shift shall be subject to shift differential as outlined in article 11.7. Telecommunicators (Fire) will not be forced to work more than twelve (12) hours in a work day and no more than six (6) hours at any specific work station.

B. Shift Assignment

1. Shift assignments shall be made through a process of selection bidding to begin and be completed on a single workweek designated by management during the last full week of October in order of seniority in grade. Management shall also post an updated list displaying seniority in grade and a list of the number of available positions for each shift at least one week prior to the designated day. Shift Assignments will begin with the first day of the first full payroll period in January and shall end on the last day of the last payroll period that begins in the following December month. The period for vacation selection shall correspond with the shift assignment period.
2. Employees shall be eligible to designate their shift preference by selecting an available shift slot. The selection of a shift shall be determined by seniority in grade in accordance with Article 3.1. Shift preferences shall be chosen and completed by individual employees on a single master schedule.
3. The Telecommunicator-Fire having the most seniority-in-grade on each selected shift shall be guaranteed their selection. Of the remaining Telecommunicator(s) – Fire on a given shift as selected, no more than one may be exchanged by the Chief or his designee with another Telecommunicator-Fire on a shift. Such an exchange is limited by a Day for a Day Shift, or a Night for a Night Shift. Probationary employees whose anniversary date is after December 31 of the current year shall not be eligible for selecting a shift preference. Non-eligible probationary employees will be assigned to specific shifts by management discretion.
4. Telecommunicator(s) – Fire who cannot attend on the designated selection week, may make their specific preference known in writing and must submit such preference to the 911 Center Manager no later than 6:00 PM on the day preceding the designated selection week. Employees unavailable for selecting shifts may designate an employee to serve as proxy by providing written notice to their supervisor at least 24 hours prior to the designated day. Any

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Telecommunicator-Fire failing to make a selection on this week shall be assigned by management discretion.

5. Whenever there is an initial opening on any shift, due to termination, resignation, or additional personnel passing probation, the shift opening shall be offered to existing personnel, in order of seniority-in-grade, with management approval. Any subsequent vacancy following the initial opening shall be barred from existing personnel, unless management chooses to open up to existing staff.
6. If, during the course of the year for which shifts are assigned, the Chief or his designee find it necessary for the proper functioning of the communications center to transfer an employee for reasonable cause (such as a disciplinary problem or legal issue), the employee will be switched with the least senior member of the same shift (i.e. day shift for day shift or night shift for night shift), unless there is a mutual agreement to transfer with another employee that is approved by the Chief or his designee.

C. Consecutive Hours

The hours of work in a workday shall be consecutive. If a workday extends beyond 12:00 midnight, the hours worked continuously thereafter shall be considered as a part of the workday on which the shift began.

4.3 TRANSFERS

Transfers will continue to be made to improve the efficiency of the Department's operations.

4.3.A TELECOMMUNICATOR (FIRE) TEMPORARY TRANSFERS

Work assignments within a particular division shall be made first to Telecommunicators (Fire) who are in the same division in that classification. Documented temporary transfer of Telecommunicators (Fire) outside of their classifications shall be permitted for the following reasons:

- 1) To replace absent Telecommunicators (Fire) who are in the classification;
- 2) To supplement the number of Telecommunicators (Fire) who are in the classification; or
- 3) To train Telecommunicators (Fire).

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Temporary transfer between departments/divisions or assignments of work in another classification will be permitted when required by weather or emergency conditions, except that Clerical Employees shall not be assigned outside work.

Temporary transfer may not exceed thirty (30) days except where the transferee replaces another Telecommunicator (Fire) absent due to leave of absence, vacation, illness, disability (of a duration of up to six months), or other unusual circumstances designated by the Department Head or his/her designee.

Telecommunicators (Fire), upon request, will be provided written documentation of out-of-class opportunity.

4.4 SHIFT EXCHANGE

The City agrees to allow the practice of shift exchange between Employees in the same classification in the same Company or throughout the City, provided that, except in cases of personal emergency, one (1) work day's notice shall be given to the District Chief(s) whose staffing will be affected by the exchange. However, such shift exchange shall not result in any overtime accrual by either Employee.

For shift exchanges, an Officer shall be allowed to exchange shifts with a Driver, provided the Officer works for the Driver when that Driver is in is in the Acting Officer position.

For shift exchanges, a Driver shall be allowed to exchange shifts with a Second Driver provided the Driver works for the Second Driver when the Second Driver is an Acting Driver position. A Firefighter shall be allowed to exchange shifts with a Firefighter.

However, the trade shall not cause there to be less than:

- Five (5) HazMat Technicians on duty, citywide, with two (2) assigned to a HazMat company. When six (6) HazMat Technicians are assigned to a HazMat company per shift, the minimum per shift on said company will be three (3).
- Two (2) Roadway extrication personnel on each extrication company (for a total of four (4) citywide).
- Two (2) paramedics per ambulance company per shift, and

Further provided that out of company trades will not be permitted if the position cannot be fulfilled by the employee with whom the trade will be made. In cases where a request for a time trade is denied, the specific reason for the denial shall be set forth in writing immediately.

4.4.A TELECOMMUNICATOR (FIRE) SHIFT TRADES

Telecommunicators (Fire) shall be allowed to trade shifts with other Telecommunicators (Fire) to gain specific days/hours off; with supervisory approval provided no overtime shall accrue to either employee. Shift/time trades shall be governed by the following guidelines:

- 1) Telecommunicators (Fire) on probation are prohibited from shift/time trades without the prior written approval of the 911 Director.
- 2) Any Telecommunicator (Fire) fulfilling any shift/time trades will not be allowed to use any vacation time, personal time, or holiday time to satisfy the shift/time trade commitment.
- 3) Once a time trade has been established, Telecommunicators (Fire) shall not be allowed to trade within the trade.
- 4) Telecommunicators (Fire) shall not be allowed to trade more than two consecutive weeks within a 28-day period without the prior written approval of the 911 Director.
- 5) Telecommunicators (Fire) engaging in shift/time trades are responsible for the coverage of their on-call commitments.
- 6) Telecommunicators (Fire) who use 24 hours of sick time within a six (6) month period to satisfy a shift/time trade commitment will be prohibited from shift/time trades for the following six (6) month period.
- 7) Shift/Time Trade procedures may be reviewed and/or modified by mutual agreement of the management and the union on a bi-annual basis.

4.4.B JOB/SHIFT ASSIGNMENTS FOR TELECOMMUNICATOR (FIRE)

Individual qualifications based on job performance to do the tasks required shall be considered first when making job/shift assignments. For the purposes of job/shift assignment, where the ability and qualifications to perform work are relatively equal, seniority as listed below shall be considered in the following order:

1. Seniority in grade
2. Employee Preference

4.5 OVERTIME

Overtime, which includes holdover situations shall be defined as all time worked, which is required by the employee's commanding officer or district chief, in excess of the following:

- a. For employees working a forty (40) hour schedule, any hours over eight (8) in any one duty day, and over forty (40) hours in any duty week, as set forth in Section 4.2 of this Agreement.

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- b. For employees working an irregular forty (40) hour schedule, any hours over twelve (12) hours in any duty day, and over two-hundred (200) hours in any five (5) week period, as set forth in Section 4.2 of this Agreement.
- c. For employees working an average fifty-one (51) hour schedule, any hours over twenty-four (24) consecutive hours.
- d. For employees working an average fifty-one (51) hour per week schedule, any regular duty hours worked in excess of two hundred four (204) hours in any twenty-seven (27) day work period as set forth in Section 4.2 of this Agreement. For purposes of this section, regular duty hours worked are hours on the employee's regular duty day which are actually worked by the employee or are covered by another employee by an approved shift exchange as defined in Section 4.4 of the Agreement.
- e. At the end of each calendar year an adjustment will be made for each employee who received fewer than sixty (60) hours of overtime pay under sub-paragraph (d) of this section. Such employee will receive the difference between sixty (60) hours and the actual FLSA overtime hours earned at one and one-half (1 1/2) times their regular rate of pay. Employees working less than a full year on the average fifty-one (51) hour schedule will have this adjustment pro-rated for the time on this schedule.
- f. Effective January 1, 2009, the above provision for sixty (60) hours shall be reduced to thirty-six (36) hours.
- g. Effective January 1, 2010, paragraphs (e.) (f.) and (g.) shall be removed from the CBA.

Overtime pay shall be defined as one and one-half (1-1/2) times an Employee's straight time hourly rate of pay, which shall be computed on the basis of a forty (40) hour week for Employees working the forty (40) hour schedule, and a fifty-one (51) hour week for Employees working the fifty-one (51) hour schedule. Employees in holdover situations shall receive overtime pay for the entire holdover period.

Overtime incurred by Employees who are called back to work outside of their regularly scheduled working hours due to fire, illness, or emergency, shall be compensated at overtime rate for the greater of either two (2) hours or the actual time worked. For forty-hour employees the minimum rate will be three (3) hours or the actual time worked. For purposes of computing time under this section, compensable time shall commence when the Employee reports for duty.

In the event that an emergency situation should occur due to fire or any of the above-mentioned contingencies, the Chief or his designee may prescribe overtime work or may call back off-duty personnel to meet additional needs of the Department. To insure uniform opportunity for call back work, the Chief shall establish a uniform method for calling back Employees, and make such system, known to the Employees by April 1, 1986. All overtime hours will be charged to the Hiring Priority List (i.e. Special Events, dive practice and calls, EMS, teaching, Hart, etc.).

For Employees of the regular forty (40) hour schedule, compensatory time may be taken instead of overtime pay. Such compensatory time will be equivalent to one and one-half (1-1/2) hours for each hour in excess of the schedule set forth in Section 4.2 of this Agreement. The Employee may accumulate, at his option, up to eighty (80) hours of compensatory time. On November 1 of each year, the Employee must cash out, or take off, all time in excess of sixty (60) hours. The Employee's Division Chief will allow compensatory time to be taken with prior notification by the Employee provided manpower levels allow.

4.6 OVERTIME OPPORTUNITIES AND PAY FOR TELECOMMUNICATORS (FIRE)

A) Definition

Any Telecommunicator (Fire) who is required to perform work in excess of forty (40) hours per week, shall be compensated at the rate of time and one half his/her regular base hourly rate. Overtime shall not be compounded nor paid on overtime. For purposes of overtime computation, vacation time, holidays, sick time, jury duty and bereavement leave shall be considered as time worked.

B) Overtime Calculations

All calculations of overtime, whether paid or compensatory time, time worked prior to or immediately following the Employee's regular shift, shall be computed in no less than fifteen (15) minute increments. The excess of any overtime work which cannot be divided by fifteen (15) minutes shall be rounded to the nearest fifteen (15) minutes, for the purposes of overtime calculations.

C) Assignment of Overtime for Telecommunicators (Fire)

- 1) Advance overtime slots will be posted in a common area for employee review. All available slots will have a due date for employees to sign up.
- 2) Telecommunicators (Fire) shall have signup sheets available for their use. Sheets will be due on Tuesdays at 0800, which would be twelve (12) days prior to the first overtime day that needed to be filled. This will leave adequate time for notification of assignments, as well as time for unfilled slots to be assigned. Telecommunicators (Fire) are to fill in their name and status along with their overtime selections.
- 3) Sheets not turned in by the due date will be considered as a "Pass" on the opportunities for that week.
- 4) Any regular full time Telecommunicator (Fire) who does not receive any overtime in a given week will be placed ahead of those with more seniority in the following week for the purpose of equalizing overtime. This equalization will only occur if this person volunteered to work at least twelve (12) hours of overtime in the week that they did not receive an assignment.
- 5) Unless indicated otherwise on the sign-up sheet, the Telecommunicator (Fire) will be expected to work every slot they volunteer for. For example, if the employee selects three (3) twelve-hour (12) slots, yet does not indicate that they only want one (1) of the slots, they will be expected to work all three (3) slots if assigned. Any and all conditions and/or preferences must be recorded on the form to be considered.

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- 6) Telecommunicators (Fire) who have signed up for overtime work shall be required to perform such work, however, upon presentation of an excuse acceptable to management, such employee may be relieved of the assignment. A Telecommunicator (Fire) may call in sick (and thereby miss an overtime assignment) for a maximum of twelve (12) hours during a twelve (12) week period. After this, any Telecommunicator (Fire) missing an overtime assignment for any reason shall be removed from the voluntary overtime sheet distribution list for a twelve (12) week period. This removal will not prevent the employee from filling any "overtime still needed" slots however, which are distributed after the voluntary program has been applied to that week's openings.
- 7) After the weekly sign-up sheets for a given week have collected, distribution of overtime will proceed as follows:
 - a) Regular full time employee sheets will be placed in seniority order. Sheets will be processed sequentially assigning six (6) or twelve (12) hour selections until no more are available. Starting again with the most senior person sheets will be processed assigning six (6) hour selections until no more are available.
 - b) Probationary employee sheets will then be processed in the same manner as regular sheets.
 - c) Any unfilled time slots will be listed on an "additional overtime available" sheet on which regular full time Telecommunicators (Fire) and probationary Telecommunicators (Fire) may sign up for additional overtime. These sheets will be processed as indicated in (a) and (b) above.
 - d) Part time employee's sign-up sheets will then be processed to fill any possible time slots.
 - e) Any unfilled times after Steps a-d will be filled by assigning Telecommunicators (Fire) as necessary to maintain a complete work shift.
 - f) A master schedule will be compiled and posted on the bulletin boards and supervisors' console. This will serve as notification of overtime assignments.

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D) General Rules

- 1) All time worked on a continuous shift will be considered as having been worked on the day the shift begins.
- 2) Hours worked at overtime or at premium will not be duplicated or pyramided in computing pay earned.
- 3) Stand-by hours are not counted in computing overtime.
- 4) Telecommunicators (Fire) who are:
 - a) Called in to perform job duties prior to the start of their regularly scheduled shift; and
 - b) The actual work time continues into their regular work shift; will be allowed to complete their normal shift.

4.7 COURT APPEARANCE

Employees ordered or subpoenaed to give testimony on behalf of the City in matters arising out of their employment will receive credit for a minimum of two (2) hours or the actual time involved for each non-duty day appearance rounded off to the nearest fifteen (15) minutes. For the purpose of computing time under this Article, compensable time will commence at the hour he is ordered to appear in court.

4.8 SAFETY, HEALTH AND CLOTHING

The City and the Union agree that protecting the safety and health of the Employees in their work demands the highest concern of the Fire Department. In order to promote this concern among all Employees, as individuals and as members of companies, the City and Fire Department urge every Employee to suggest methods of improving safety and health in working and living conditions of employment. Captains and Lieutenants are empowered to accept all such suggestions and to implement them to the extent possible within their own jurisdictions. The City agrees the Union shall appoint a Safety, Health and Clothing Committee, consisting of three (3) persons in the unit. The City shall appoint up to three (3) persons to serve on this Safety, Health and Clothing Committee. This Committee shall discuss and recommend minimum acceptable standards for all clothing, personal protective gear, or safety devices worn or used by firefighters during duty hours. It is not the intention of either party to reduce current minimum safety standards. The Chief or his designee shall take under consideration all recommendations of the Committee and will establish all minimum standards in these areas. These minimum standards shall apply to: station clothing, turnout pants and coats, boots, helmets, gloves, air masks, goggles, and other personal protection items deemed by the City to be worn by the Union members while on duty.

The Committee will make recommendations on any possible hazards to a safe and healthy job assignment or workplace that is brought to its attention. The Committee will review any accidents or injuries in the Department to better determine the reasons why the problem occurred and to provide any recommendations to prevent a similar event from occurring in the

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future. Names of employees will be redacted from such reports, and the members of the Committee will follow applicable HIPAA rules and regulations to preserve the privacy of such employees. The Committee will also review the types, condition, use and availability of apparatus, equipment and protective clothing with the goal of improving safety and operations within the Department; provided, however, that neither the Union nor any bargaining unit employee shall have the right to file a grievance respecting the type, condition, use and availability of apparatus or equipment used or purchased by the employer. The Committee will make periodic inspections of Fire Department facilities, apparatus, protective equipment, protective clothing, and other equipment on a semi-annual basis.

4.9 COMMON MEAL SITE

For the convenience of the City all 24-hour Employees and alarm operators shall not leave their appointed stations during their tour of duty for meals.

4.10 PARAMEDIC DECERTIFICATION

All firefighters shall agree, at the time of hire, to become paramedics. If a firefighter is not asked to attend paramedic training during the first five (5) years of employment, the firefighter may be excused from paramedic obligation. The Department will strive to maintain enough trained paramedics to staff each ambulance with four (4) paramedics per shift, for a total of twelve (12) paramedics per company. Ambulances will be manned by firefighters cross-trained as paramedics, and each person will work twelve (12) hours per shift as a firefighter and twelve (12) hours per shift as a paramedic, this does not preclude a person from working twenty-four (24) hours as paramedic if required.

The Department will allow paramedics to downgrade. Each paramedic shall be required to relicense once after their initial licensure. Anytime after six years of licensure, the paramedic shall notify the Department of his intent to relicense or downgrade by filling out a form provided by the Department. Downgrading shall depend on the number of paramedics that will be left in the service. The minimum number of paramedics per ambulance company shall be twelve (12) firefighter/paramedics below the rank of driver/engineer. Any paramedic who downgrades shall be required to maintain license at the EMT-B level.

Any paramedic promoted or assigned to a higher position will not be required to maintain his/her paramedic licensure.

4.10.A ADVANCED LIFE SUPPORT - FIRE APPARATUS

The City and the Union agree to provide Advance Life Support (ALS) service on all fire equipment/apparatus to the extent trained manpower allows. To qualify as an ALS provider, the individual must be licensed either as an EMT-I or EMT-P in the State of Illinois and approved by the Emergency Medical Director in a system that is utilized by the Department. If a new recruit is an EMT-I or EMT-P as described above, he shall be evaluated, and approved if competent, to perform ALS services by the Chief or his designee within one hundred and eighty (180) calendar days after being assigned to a Fire Company. If the Chief or his designee have failed to evaluate the employee within this time period, he will receive that ALS Provider Pay effective the one hundred and eighty-first day. The City and the Union agree to discuss throughout the life of this contract issues that impact this service delivery and the ALS providers.

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4.11 PHYSICAL FITNESS COMMITTEE

Recognizing that the physical fitness of a firefighter is critical to his/her own health and safety as well as that of his/her fellow firefighters and to the citizens they serve, the City and Union shall cooperate in efforts to maintain the physical fitness of all employees covered by the terms of this Agreement.

The City and Local 413 agree to establish a joint ad hoc committee to study and make recommendations for a departmental physical fitness program. The focus of the committee will be to recommend a plan for promoting individual fitness and a healthy lifestyle for each employee and to recommend standards of physical agility that each employee should meet.

Elements to be addressed specifically in the plan shall be:

- A. Who must meet the requirements
- B. Aerobic fitness standards
- C. Strength requirements
- D. Relevance to firefighters tasks (validity)
- E. Alternative means to meet standards where there exists valid incapacity to perform standard physical tasks
- F. Age and gender requirements/adjustments to the standard
- G. A phase-in schedule for meeting standards
- H. Actions to be taken for non-compliance
- I. Frequency of physical fitness testing
- J. Time allotment for activities to meet standards
- K. Equipment replacement and repair

The committee shall consist of three (3) representatives of the City and three (3) representatives from Local 413. The first meeting of the committee shall be held not later than April 1, 2001. The committee may include a certified trainer(s), occupational nurse(s) or physician(s). The final recommendations from the committee shall be submitted to the Fire Chief before September 1, 2001.

The recommendations of the committee shall be subject to review and acceptance by both the City and the Union prior to implementation. In the event that there is a disagreement following such review, the City and the Union shall enter into negotiations and resolve all differences. The programs implemented as a part of this Agreement shall become part of the departmental standard operating procedure. The Union will encourage its members to volunteer for the program and make a good faith effort to comply with the guidelines of the program.

4.12 BREAK AND LUNCH PERIODS FOR TELECOMMUNICATOR (FIRE)

Telecommunicators (Fire) shall be granted two (2) twenty (20) minute breaks in a normally scheduled twelve (12) hour work day, one during each half work shift.

There shall be a twenty (20) minute scheduled lunch period in the 911 Communications Center for Telecommunicators (Fire).

4.13 PHYSICAL EXAMINATIONS FOR TELECOMMUNICATORS (FIRE)

Time missed by Telecommunicators (Fire) for medical treatment and/or therapy for work related injuries/illnesses, or to take physical examinations that are required by the City, will be paid for as hours worked at straight time provided such scheduled medical appointment is approved in advance by the Director of Human Resources or his/her designee within the Human Resources Department. The employee will be asked to bring a statement from the doctor if the time away from work exceeds two (2) hours.

4.14 CALL-IN PAY FOR TELECOMMUNICATORS (FIRE)

An Employee called in to work at any time after or before his/her regularly scheduled work hours, shall receive no less than two and one-half (2 1/2) hours pay, at the rate of time and one-half his/her regular base hourly rate. This call-in provision shall not apply if hours worked in addition to the regularly scheduled hours are worked as an extension of the Employee's regularly scheduled hours, subsequent to the Employee's regularly scheduled hours of work. If an Employee is called in under the provisions of this Section and works at least two and one-half (2 1/2) hours, he/she shall be entitled to at least thirty (30) minutes travel time, at the applicable overtime rate, in addition to the two and one-half (2 1/2) hours minimum guarantee. If an Employee is called in to work under the provisions of this Section and works less than two and one-half (2 1/2) hours, he/she will be guaranteed at least two and one-half (2 1/2) hours pay, but will not receive the thirty (30) minutes travel time guarantee.

4.15 STAND-BY PAY FOR TELECOMMUNICATORS (FIRE)

Telecommunicators (Fire) will be assigned, by seniority, a full stand-by shift as manpower needs require. Telecommunicators (Fire) required to cover an on call shift shall receive two (2) hours stand by pay. Telecommunicators (Fire) will be provided with a portable communications device. Stand-by pay shall be allowed to be converted to compensatory time and shall be subject to the conditions stated within this article as well as 4.16. If there is seventy-two (72) hours or less notice that a Telecommunicator (fire) is sick or absent for their scheduled shift and there are no volunteers to fill the vacancy slots for the two (2) Fire positions, the on call person shall be used to fill the vacancy.

When there are three(3) Telecommunicators (Fire) scheduled for work on the same shift, that shift shall be allowed to not have a Telecommunicator (Fire) assigned to be on-call, if that scheduled Telecommunicator (Fire) requests to be released from the assignment. Such a request must be initiated no more than thirty (30) calendar days prior to the scheduled assignment and not less than five(5) calendar days prior to the assignment. Management shall post on-call assignments no later than ten (10) calendar days preceding the beginning of the next calendar month.

After which an employee is released from the on-call assignment and there are three (3) Telecommunicators (Fire) scheduled (including time trades but not hire backs), one additional employee may request vacation subject to the following conditions:

- That employee is responsible to find another employee to cover the vacant on-call slot for that shift.

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- If the employee is unable to find another employee to cover the vacant on-call shift, the employee requesting time off can choose to serve in on-call status and be off from their schedule assignment. If that employee is called in to work the shift, the time off request is cancelled and the employee works the shift as a normal workday and will report to work immediately. Hours applied towards time off and time worked will be appropriately adjusted to the nearest hour.

4.16 COMPENSATORY TIME FOR TELECOMMUNICATORS (FIRE)

Telecommunicators (Fire) shall accumulate compensatory time off subject to the provisions of the Fair Labor Standards Act. All accumulated compensatory time over forty (40) hours shall be paid June 30 and December 31. Any request for compensatory time off shall be submitted at least twenty-four (24) hours in advance. The Department Head or his/her designee shall authorize all compensatory time off before it is taken after considering the operational needs of the department. When compensatory time off is taken in increments of three (3) days or more in conjunction with vacation, the employee shall request such time at least one (1) week in advance.

ARTICLE 5
PROMOTIONS, VACANCIES AND
DISQUALIFICATIONS

5.1 PROMOTIONS, VACANCIES AND DISQUALIFICATIONS

With respect to the following listed subjects to the extent that such matters are covered therein, the parties agree, for the period the Agreement remains in effect, to recognize and adopt as their own the Rules and Regulations of the Board of Fire and Police Commissioners of the City effective as of the date of execution of this agreement, and further agree to be governed thereby as well as by the Act of the General Assembly entitled "Division 2.1; Board of Fire and Police Commissioners" of 65 ILCS 5/10-2.1-1 et seq.

Chapter III. Promotionals

Chapter V. Charges, Hearings, Removals, Suspensions, Discharges

Chapter VI. General

Such as Compliance to Rules and Regulations;
Leave of Absence; Reinstatements after
Resignation; Appeals and Reviews.

5.2 YEARS OF SERVICE REQUIRED TO BE A CANDIDATE FOR PROMOTION

In order to be qualified to be a candidate for promotion to the ranks of District Chief, Captain or Lieutenant, a candidate must have completed the following years of service:

Lieutenant: Five (5) years of service with the Department.

Captain: One (1) year of service with the Department in the rank of Lieutenant on a fire suppression company (time serving in an acting capacity does not count toward the one year).

District Chief: One (1) year of service with the Department in the rank of Captain on a fire suppression company or as a fire training coordinator (time serving in an acting capacity does not count toward the one year).

5.3 SENIORITY

Seniority is defined as the actual time served in the Fire Department and shall be computed for each employee as of the anniversary date of original appointment as a sworn officer.

- (a) For purposes of grading promotional examinations for rank of District Chief pursuant to paragraph 5.4 below, each candidate for promotion shall be granted preference for seniority at the rate of one(1) point per year starting with the eleventh year for a maximum of 25 years (for a maximum of 15.0 points), computed through final date for submission of applications.

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- (b) For purposes of grading promotional examinations for the rank of Lieutenant pursuant to paragraph 5.6 below, and Captain pursuant to paragraph 5.5 below, each candidate for promotion shall be granted preference for seniority at the rate of one (1) point per year starting with the sixth year to a maximum of 20 years (for a maximum of 15 points), computed through final date for submission of applications.

5.4 SCORING OF PROMOTIONAL EXAMINATIONS-DISTRICT CHIEF

For the rank of District Chief, all final promotional scores are based on a maximum score of 100 points plus military preference when applicable. All candidates will be scored according to the following schedule:

		<u>% Attributed to Final Overall</u> <u>Weighted Grade</u>
Written Examination	(max.42.5 points)	42.5%
Subjective Examination	(max. 42.5 points)	42.5%
A. Interview		
B. Leadership Assessment		
C. Supervisory Evaluation/Personnel File		
D. Peer Assessment		
E. Chief's Presence		
Seniority	(max 15 points)	15.0%

A minimum average score of 70% on the written and subjective examination is required in order to be eligible for the promotional list.

5.5 SCORING OF PROMOTIONAL EXAMINATIONS-FIRE CAPTAINS

For promotional examinations for the ranks of Captain, all final promotional scores are based on a maximum score of 100 points plus military preference when applicable. All candidates will be scored according to the following schedule:

		<u>% Attributed to Final Overall</u> <u>Weighted Grade</u>
Written Examination	(max. 42.5 points)	42.5%
Subjective Examination	(max. 42.5 points)	42.5%
A. Interview		
B. Leadership Assessment		
C. Supervisory Evaluation/Personnel File		
D. Peer Assessment		
E. Chief's Presence		
Seniority	(max 15 points)	15.0%

A minimum average score of 70% on the written and subjective examination is required in order to be eligible for the promotional list.

5.6 SCORING OF PROMOTIONAL EXAMINATIONS-LIEUTENANT

For the rank of Lieutenant, all final promotional scores are based on a maximum score of 100 points plus military preference when applicable. All candidates will be scored according to the following schedule:

		<u>% Attributed to Final Overall</u>
		<u>Weighted Grade</u>
Written Examination	(max. 42.5 points)	42.5%
Subjective Examination	(max. 42.5 points)	42.5%
A. Interview		
B. Leadership Assessment		
C. Supervisory Evaluation/Personnel File		
D. Chief's Presence		
Seniority	(max 15 points)	15.0%

A minimum average score of 70% on the written and subjective examination is required in order to be eligible for the promotional list.

5.7 SCORING OF EXAMINATIONS-INSPECTOR

Fire fighters with five (5) years of service with the Department shall be eligible to apply and test for eligibility for assignment to the Inspection Bureau.

For the assignment to the Inspection Bureau, all final scores are based on a maximum score of 100 points plus military preference when applicable. All candidates will be scored according to the following schedule:

		<u>% Attributed to Final Overall</u>
		<u>Weighted Grade</u>
Written Examination	(max. 42.5 points)	42.5%
Subjective Examination	(max. 42.5 points)	42.5%
A. Interview		
B. Leadership Assessment		
C. Supervisory Evaluation/Personnel File		
D. Chief's Presence		
Subjective examination to be conducted by Division Chief of Prevention, Director of Human Resources, or their designee from their department, and the Head of the Building Department or their designee from their department.		
Seniority	(max 15 points)	15.0%

A candidate's personnel file and annual evaluations shall be submitted for consideration during the candidate's Subjective Evaluation component of the promotional process. The Candidate will be allowed to write a rebuttal to the annual evaluation, if necessary, but the rebuttal must be written at the time of the evaluation, not at the time that it is submitted for the selection process. Both the evaluation and the rebuttal will be submitted for consideration. Candidates shall be

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afforded the opportunity to review the material to be submitted, but shall do so not less than 30 days prior to the interview.

A minimum average score of 70% on the written and subjective examination is required in order to be eligible for the final list for assignment to the Inspection Bureau.

The study list for the written examination may include all written standard operating procedures, general orders and rules and regulations of the department and City of Rockford, and this shall make up a minimum of 30% of the written examination as contained in the source documents on the date the assignment process is posted, together with six (6) additional references at the discretion of the Chief, which shall make up a maximum of 70% of the written examination.

Questions shall be asked of each candidate to enable the Committee to evaluate the candidate. The candidate's written application, the results of the leadership assessment, the Chief's comments during the interview and during deliberations, and the annual evaluation and personnel file of the candidate may be considered by the Committee in the Subjective Evaluation. No questions regarding a candidate's political or religious opinions or affiliations shall be posed.

Each Committee member will grade a candidate on a percentage basis. The candidate's final Subjective Evaluation score will be the average of the grades. The committee shall post the Subjective Evaluation score for each candidate after the component has been completed by all candidates, and before the written examination is given.

The Chief's presence shall be subject to his/her availability, and the Chief may designate an alternate for the selection process. For purposes of consistency, the individual representing the department in the process will remain the same for all candidates. The Chief's designee shall not be a member of the evaluation team.

The selection process shall be subject to monitoring. The Union and the City may select up to two monitors to be present during all elements of the selection process. Monitors shall not be entitled to interfere with the process in any way, and their sole role shall be to report any deviation from the contracted procedure to the Union and the City. The Committee shall deliberate on the candidates at the conclusion of all interviews, in the presence of the monitors. The committee shall score each candidate, and shall make each candidate's score available to the candidate.

Assignment to the Inspection Bureau shall be from the final adjusted list and in that order as determined on the final list. The final adjusted list will remain in effect until exhausted or for three (3) years whichever may come first.

Whenever an inspector position is created or becomes vacant for any cause, the department shall appoint to that position the person with the highest ranking on the final adjusted list. A vacancy shall be deemed to occur in a position on the date upon which the position was vacated, and on the same date the position is to be filled.

Inspectors may test for and receive promotion to Lieutenant while remaining in the Bureau. An inspector may accept a position in suppression units at the time of original promotion. An inspector with the rank of Lieutenant must make his/her intentions known no later than October 15th of the present year. He/she shall be assigned in the following year to the next available open Lieutenant position on a fire suppression company.

5.8 DEPARTMENT EVALUATIONS-FIRE DEPARTMENT

A candidate's personnel file and annual evaluations shall be submitted for consideration to the Board during the candidate's Subjective Evaluation component of the promotional process. The Candidate will be allowed to write a rebuttal to the annual evaluation, if necessary, but the rebuttal must be written at the time of the evaluation, not at the time that it is submitted to the Board. Both the evaluation and the rebuttal will be submitted to the Board for consideration. Candidates shall be afforded the opportunity to review the material to be submitted to the Board, but shall do so not less than 30 days prior to the interview.

5.9 ATTENDANCE OF BOARD MEMBERS

The Board of Commissioners shall conduct the Oral Interview for all promotions. In no event shall less than two (2) Commissioners conduct the Oral Interview.

5.10 SUBJECT OF EXAMINATION

Questions shall be asked of each candidate to enable the Commissioners to evaluate the candidate. The candidate's written application, the results of the leadership assessment, the results of any peer assessment, the Chief's comments during the interview and during deliberations, and the annual evaluation and personnel file of the candidate may be considered by the Commission in the Subjective Evaluation. No questions regarding a candidate's political or religious opinions or affiliations shall be posed.

5.11 GRADING OF SUBJECTIVE EXAMINATIONS

Each Commissioner will grade a candidate on a percentage basis. The candidate's final Subjective Evaluation score will be the average of three (3) or two (2) Commissioner's grades. The Board shall post the Subjective Evaluation score for each candidate after the component has been completed by all candidates, and before the written examination is given.

5.12 PROMOTIONS-MISCELLANEUS

1. The study list for the written examination may include all written standard operating procedures, general orders and rules and regulations of the department and City of Rockford and this shall make up a minimum of 60% of the written test, as contained in the source documents on the date the promotionals are posted, together with six (6) additional references at the discretion of the Chief, which will account for a maximum of up to 40% of the written test. All references will be available for review by candidates in the department library. The department will exercise good faith diligence to maintain complete sets of the materials at station libraries, but the condition of the station libraries shall not be the subject of any grievance. All references will be current at the time of posting.

2. The Chief's presence shall be subject to his/her availability, and the Chief may designate an alternate for the promotional process. For purposes of consistency, the individual representing the department in the process will remain the same for all candidates.

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3. The department will consult with the Union regarding the selection of components of the assessment center, and shall post said components at the announcement of the evaluation.

4. The peer assessment will not be weighted or scored, and will only be used as an advisory tool for the commissioners.

5. A narrative summary of each candidate's performance on the peer assessment shall be completed in the presence of monitors, and provided to the Commission for consideration. The summaries shall be made available to the candidates following the conclusion of the peer assessment.

6. The Commission shall deliberate on the candidates at the conclusion of all interviews, in the presence of the monitors. The commission shall score each candidate, and shall make each candidate's score available to the candidate.

5.13 DRIVERS

All driver positions (including that of tillerman) shall be filled by the most senior firefighter as determined by Article 3.1 of this Agreement. However, to qualify for the position and appointment to driver, the firefighter must:

- a. Be approved to take the classes described in D. and E. below, by the Chief, who shall take into account the recommendations of the Company Officer and District Chief;
- b. Be a qualified Second Driver;
- c. Be a Certified Firefighter III or have a probation date prior to January 1, 1978;
- d. Have successfully challenged the 40-hour State Certification Fire Apparatus Engineer (FAE) course;
- e. Have attended and successfully passed a driver training class (approximately 40 hours) at the Rockford Fire Department Academy. This course may include but not be limited to: SOPs; proper forms and reporting; leadership; fire department structure and divisional relationships and other information or tests that are relative to the position of driver.

5.14 FIRE TRAINING COORDINATOR

The Chief of the Department may appoint either a Captain or Lieutenant to fill the position of Fire Training Coordinator.

5.15 EMS COORDINATOR

The EMS Coordinator shall have the same promotional benefits as an Inspector.

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5.16 CLASSIFICATIONS FOR TELECOMMUNICATORS (FIRE)

Classification specifications (job descriptions) for Telecommunicators (Fire) will be written and maintained as provided for in the City of Rockford's Personnel Rules & Regulations. Ten working days prior to the implementation of the City's changes to classification specifications, and /or the creation of new position classifications, the Union and the City will meet to discuss the impact of said changes, or the inclusion of the new positions in the Bargaining Unit.

5.17 AUDITS FOR TELECOMMUNICATOR (FIRE)

The CITY, the employee(s) or the UNION may request a job audit for the position of Telecommunicators (Fire). The result of any audit requested by the employee covered by this Agreement or the UNION will be provided to the requesting party no later than sixty (60) days after the date the audit was conducted. Additionally, the City shall provide the party requesting the audit with the employee's position questionnaire and relevant job descriptions within those same sixty (60) days. If the requesting party wishes to appeal the results, such appeals will be processed as provided in Section 23, Classification in the City of Rockford's Personnel Rules & Regulations. An Employee requesting an audit will be advised in writing of the week during which the panel will consider the appeal. The conclusions of the panel will be forwarded to the Employee within thirty (30) days after the panel has completed their review. For UNION audits, a compensation specialist selected by the CITY will replace the Compensation & Benefits Coordinator on the panel. When a job audit results in an upward reclassification (a classification with a higher pay grade) the incumbent employee shall assume the title and grade and be paid within the range of the reclassified position from the date the audit was requested. An employee who, by reclassification, is assigned to a lower pay grade shall remain at his/her same pay rate until further increases raise the maximum salary for his/her new classification.

5.18 SPECIALTY TEAMS VACANCY

Any available opening on all Specialty Teams will be posted and any interested candidate will submit their interest in writing.

5.19 PROMOTIONAL ACT

All items not covered under the collective bargaining agreement will be governed by the Promotional Act.

ARTICLE 6
GRIEVANCE PROCEDURE AND
BINDING ARBITRATION

6.1 GRIEVANCE PROCEDURE

As used herein, "Grievance" shall mean any dispute or complaint concerning the interpretation of, application of, or compliance with the terms of this Agreement.

Either the Union or the City may initiate this Grievance Procedure by filing written notice of a grievance with the other not later than twenty-one (21) calendar days from the latter of the occurrence giving rise to the grievance or from the filing party's notice in fact of the occurrence giving rise to the grievance. The Union shall file said written notice to the City by delivery thereof to the Fire Chief or his designee, and the City shall serve said notice to the Union by delivery to the President of the Union or his designee. The aforesaid written notice shall include a full and detailed statement of all facts giving rise to the grievance, including names and dates, together with the portion or portions of the Agreement thereby placed in issue.

Within twenty-one (21) calendar days of receipt of the notice of grievance, the designated representative of the City shall meet with the President of the Union, or his designated representative, for the purpose of resolving the grievance. If the parties are unable to resolve the grievance at this meeting, both must submit to the other within seven (7) calendar days of the date of the meeting a written statement of their respective positions together with all reasons therefore. Within fourteen (14) calendar days of receipt of this written statement and reasons, either party may take the grievance to Arbitration under the procedures detailed in the following Section by providing the other party with written Notice of Intent to Arbitrate.

If the last day of the time periods listed above falls on a Saturday, Sunday or holiday, the deadline shall be moved to the first calendar day following the weekend or holiday.

6.2 BINDING ARBITRATION

Within seven (7) calendar days of service of Notice of Intent to Arbitrate, the parties, by their designated representatives, shall attempt to mutually agree to the joint designation of an impartial Arbitrator. If the parties are unable to reach such an agreement, they shall jointly request the American Arbitration Association to furnish them a list of the names of seven (7) Arbitrators. Within fourteen (14) calendar days of receipt of said list, the parties shall alternately line out names from the list until only one remains who shall be the Arbitrator. The party requesting Arbitration shall line out first.

The Arbitrator shall have power, authority and jurisdiction to interpret, apply and determine compliance with this Agreement and shall not add to, subtract from or modify in any way its terms and provisions.

The decision of the Arbitrator shall be final and binding upon both parties hereto. The Arbitrator will have thirty (30) days after conducting a hearing to read a decision.

The Arbitrator's fees and expenses shall be born equally by the parties.

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6.3 RELEASE TIME AND TIME LIMITATIONS

A. Release Time

During the grievance meeting and during the Arbitration Hearing the Grievant, a designated representative from the Union and up to three (3) Employee Witnesses shall, during working time, be granted release time and time spent in such attendance shall be counted as time worked. There shall be no release time granted to Employees for investigation of, preparation of, or processing of any grievance.

B. Time Limitations

Unless mutually agreed upon in writing beforehand, the failure of either party to comply with the time requirements shall be deemed to mean that each accepts the other position at the last stage of the Grievance Procedure.

6.4 DISCIPLINE FOR TELECOMMUNICATOR (FIRE)

A) Discipline

The City agrees with the tenets of progressive and corrective discipline. While progressive discipline is preferable there are instances when a written notice, suspension or dismissal is clearly warranted for the first offense. Disciplinary action, therefore, may result in one of the following:

- 1) Written Notice of Oral Reprimand
- 2) Written Reprimand
- 3) Suspension
- 4) Discharge

Written notices of oral reprimands will not be used for the purpose of progressive discipline after a period of twelve (12) months. Written reprimands will not be used for the purpose of progressive discipline after a period of eighteen (18) months. The stated time period for considering progressive discipline does not include time off for on-the-job injury, extended leave of absence, or illness which extends longer than ten (10) working days. Disciplinary action may be imposed upon an Employee only for just cause. An Employee shall not be demoted for disciplinary reasons. Discipline shall be initiated as soon as possible, but not more than five (5) working days after the City is aware of the event or action giving rise to the discipline and has a reasonable period of time to investigate the matter.

The date upon which discipline commences may not exceed forty-five (45) days after the completion of the pre-disciplinary meeting.

B) Multiple Violations

Disciplinary violations, whether related or not, may be cause for more severe disciplinary action.

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C) Disciplinary Actions

When disciplinary action is contemplated by the employer the employer shall:

- 1) Inform the employee of pending disciplinary action and the nature of the offense;
- 2) Set a time and place for the disciplinary meeting; and
- 3) Advise the employee that UNION representation may be present at the established meeting.
- 4) Normally be done in a manner which will not embarrass the Employee before other Employees or the public.

D) Notification of Disciplinary Action

At the disciplinary meeting the City will furnish the employee with a clear, concise statement for the reasons of disciplinary action. The Employee and Union representative, if present, shall be given the opportunity to rebut or clarify the reasons for such discipline. After the rebuttal or clarification, the City shall determine to reduce or uphold the disciplinary action and inform the Employee and Union representative.

E) Suspension Pending Discharge

The CITY may suspend an employee for up to thirty (30) calendar days with or without pay pending the decision for discharge. If the Union desires to contest a discharge, it shall be initiated at the written statement stage of the grievance procedure. In the event the City discharges an employee, the Union shall be immediately notified.

F) Removal of Discipline

An Employee shall have the right to review his/her personnel file and, following eighteen (18) months from the date of any written warning or reprimand, shall have the right to confer with the Director of Human Resources or his/her designee regarding the continuing relevance or appropriateness of the document. The record shall then be removed if the Director of Human Resources or his/her designee, after consultation with the affected Department Head, agrees that the discipline is no longer relevant or appropriate.

G) Scheduling of Disciplinary Meetings

If the Employee desires Union representation, the disciplinary meeting will be scheduled at a time mutually convenient to the Union representative, the Employee and the Management Representative.

ARTICLE 7
HOLIDAYS

7.1 HOLIDAYS

- A. The following holidays are provided for all forty (40) hour personnel:

New Year's Day (January 1)
Martin Luther King Day (Third Monday in January)
President's Day
Good Friday (four hours - p.m.)
Memorial Day
Independence Day (July 4)
Labor Day (First Monday in September)
Columbus Day
Veteran's Day
Thanksgiving Day
Friday after Thanksgiving
Christmas Eve (four hours - p.m.)
Christmas Day (December 25)

- B. All fifty-one (51) hour personnel shall be entitled to one hundred twenty (120) hours of holiday time, and shall work on holidays if scheduled. Holiday time for 51-hour personnel is earned during the year in which it is taken. Persons not working a full year on this schedule will have this holiday time pro-rated based on the amount of time on this schedule.

- C. Holidays for Telecommunicators (Fire)

Telecommunicators (Fire) shall receive on January 1 of each year, 120 hours of holiday time to be chosen in accordance with the vacation schedule, and shall work on the above listed holidays if scheduled at the straight time rate.

- D. All Employees referred to in B. and C. above shall select their holiday time in accordance with Section 8.2 of this Agreement.

7.2 DATE CELEBRATED

For forty (40) hour Employees: when a paid holiday falls on a Saturday, it shall be observed on the preceding Friday; when a paid holiday falls on a Sunday, it shall be observed on the following Monday; when Christmas Eve and New Year's Eve fall on a Saturday or Sunday, they shall be observed the preceding Friday.

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7.3 ELIGIBILITY

All full-time permanent forty (40) hour Employees who have qualified as set forth below are eligible for the paid holiday listed below, including Employees still in their probationary period who have at least thirty (30) days of seniority, but excluding Employees on an unpaid leave of absence. All full-time permanent fifty-one (51) hour or irregular forty (40) hour Employees, who have qualified as set forth below, are eligible for the paid holidays listed above, including Employees still in their probationary period that have at least thirty (30) days of seniority.

7.4 QUALIFICATIONS

To qualify for holiday pay, an eligible Employee must be entitled to a full day's pay, as the result of having worked both his last scheduled work day prior to the holiday and his first scheduled work day after the holiday. Employees who do not so qualify will lose pay for the regularly scheduled hours, as well as holiday pay.

ARTICLE 8 **VACATIONS**

8.1 GENERAL

Vacation leave with pay shall be granted to Employees during the calendar year subject to the following: Employees, at the time of their separation from service, shall be entitled to vacation time earned in the year prior to separation but not taken prior to separation. Employees shall have the option of either being paid for accrued vacation or using their vacation as provided herein. Vacation leave shall be accrued on the basis of continuous service including periods of paid leave of absence.

8.2 VACATION SELECTION

The City shall, by November 1 of each year, have a new vacation selection schedule in all stations. Seniority shall rule in the selection of all vacation periods. Each person shall be allowed one full duty day to make his choice of a vacation period. This procedure shall be followed until all vacation and holiday time has been selected by all members of the company or vacation group. For the first selection only, a maximum of seven (7) consecutive duty days may be selected. When vacation and holiday selections have been completed, the same procedure shall be used in the selection of Kelly time with no Employee selecting more than two (2) consecutive duty days at a time. No vacation, holiday or Kelly time shall be allowed to be selected for any day already designated by another Employee within the same company or vacation group, except in the situation where a company or vacation group does not have enough days in the year to choose from. In the event that there are not enough days in the year to be selected by persons in a vacation selection group, the City will establish one or more additional vacation selection group(s) to enable the selection of remaining days, provided that no more than one (1) person in any group selects the same day. This means that any employee with days not selected within their initial vacation selection group will be assigned to a secondary vacation selection group to select the remaining days. Days opened in this manner will not be available to any other employees from other groups to change with previously selected days.

If an Employee does not select his vacation time within the time allowed, provided he was able to select, he will be passed over by the Employees following him on the seniority list. All selections shall be made by January 1, and the list returned to the Chief by that date.

Vacations and holidays may be selected from January 1 through December 31 of each year. It shall be the responsibility of the Chief to consider manpower requirements in publishing the schedule and determining the number of personnel on vacation at any given time. For fifty-one (51) hour personnel a minimum of fourteen (14) vacation groups will be specified with a maximum of six (6) persons per initial group. Recruit firefighters will select from open days in the first available secondary/overflow vacation group. Vacations may be postponed by the Chief in the event of an emergency. Employees shall be allowed to keep the first three (3) of their original vacation picks once they are submitted to the Chief. Employees will be allowed to change their vacation or Kelly selections within their vacation selection groups, provided a minimum of one (1) duty days notice shall be given to the District Chief whose shift will be affected, and no more than one (1) person is on vacation or Kelly day within a vacation group. If

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kelly day(s) are traded and the individual uses other optional leave (sick/FMLA) on that day for an event known in advance, a penalty will be assessed. Penalty will be a kelly day(s) lost in the same year for each kelly day improperly traded or, if no kelly day(s) remain the day will be lost in the following year.

Employees must take vacation, holiday, or Kelly time in a minimum of ten (10) work periods (twenty-seven days as defined in Section 4.2 of this Agreement) during the calendar year. The vacation schedule shall not be turned in until the company officer verifies that time has been selected in such periods by all members of the company or vacation group. Changing of selected days as allowed above shall not be permitted if the change would violate this provision.

An Employee who is transferred into another Company must adjust his selected vacation time to the schedule of the Company into which he is transferred. If the transferred Employee has selected a day or days also chosen by a member his new Company, the following procedure shall be used to determine which Employee may take the time as vacation time:

- a. Should both employees conflict on a day or days chosen with the first three (3) choices of each Employee, the Department shall allow both men to take the days as vacation;
- b. The Employee who selected the day with the earlier vacation choice (i.e., fourth choice versus fifth choice versus sixth choice) shall be allowed to take the time as vacation;
- c. If both Employees selected the day or days with an equivalent choice (i.e., fourth choice versus fourth choice), the selection process set forth in paragraph one (1) of this section shall control.

If an Employee loses vacation selections because of the provisions of Section 9.3.c. of this Agreement, he may re-select his remaining vacation days from the days remaining in the calendar year, provided no one else in his company has already selected those days. When re-selecting vacation days, the following provisions shall apply:

- a. When there remains in the year a number of consecutive days equal to or greater than the number of consecutive days lost by the Employee, the Employee must take his remaining days before the end of the calendar year;
- b. When a number of consecutive days available for selection is not equal to or greater than the number of consecutive days lost by the Employee, he may choose to take any days remaining in the calendar year, or choose to be paid at his normal rate of pay.

If an Employee loses their 1st or 2nd vacation selection because of the provisions in Section 9.3.a of this Agreement, "Duty Injury Leave" the Employee shall be allowed to re-pick those selections without regard to doubling up.

8.2.A VACATION SELECTION FOR TELECOMMUNICATOR (FIRE)

The City shall, by December 1 of each year, have a new vacation selection chart for the 911 Center. Seniority shall rule in the selection of vacation periods. Each person shall be allowed one day to make his choice of a vacation period. For the first selection only, a maximum of eighty-four (84) consecutive work hours may be selected.

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If an Employee does not select his vacation time within the time allowed, provided he/she was able to select, he will be passed over by the Telecommunicators (Fire) following him on the seniority list. All selections shall be made by January 15, and the list returned to the Shift Supervisor by that date.

The selection process will continue until all time has been selected or everyone has passed. Any subsequent requests for vacation must be submitted at least thirty (30) days in advance. Requests will not be denied solely on the basis of a 30-day notice. Vacation is determined by seniority, one selection at a time, and no bumping will be allowed. Holiday time is considered the same as vacation time except it cannot be carried over from one year to the next. When holiday time is chosen, it will be designated "holiday time".

Vacations and holidays may be selected from January 1 through December 31 of each year; however, no vacation or holiday time shall be allowed to be selected for any period of time already designated by one (1) Telecommunicators (Fire) on the same shift. It shall be the responsibility of the Shift Supervisor to consider manpower requirements in publishing the schedule and determining the number of personnel on vacation at any given time. Vacations may be postponed in event of an emergency. In the event an employee is on sick leave on the last duty day prior to the employee's scheduled vacation, then the employee's scheduled vacation, at the employee's option, shall not be charged against the employee's accrued vacation time. The employee may instead continue to use sick leave to cover said absences subject to the provisions of Section 9. Said leave shall not be unpaid, unless the same is a Family Medical Leave Act (FMLA) event. Should said leave be an FMLA qualifying event then paid leave shall be exhausted before the employee may request unpaid leave. Within seven (7) calendar days after the employee returns to work the employee shall have the option to make another vacation selection. Such selection shall be subject to the provisions of this section (8.2.A.). Should there be no available vacation leave left to pick from, then the employee may have said vacation paid out at the end of the year, or roll the same over provided it does not exceed the maximum number of vacation allowed to be carried over.

8.3 VACATION ACCRUAL

Employees hired after January 1 of each year shall only be entitled to holidays during the year in which they are hired.

Employees who will begin, at any time during the year, their second, third, fifth, tenth, eighteenth, twenty-fifth or twenty-ninth years of Longevity shall be entitled to additional vacation leave, as set forth in Sections 8.6, 8.7 and 8.8.

However, should any Employee be terminated prior to the end of the year, he shall reimburse the City for any unearned leave he has taken. There shall be deducted from his last wages an amount sufficient for this purpose. An Employee who has at least one (1) year of seniority shall receive his full vacation credit plus any unused accrued holidays in the year in which he retires or upon otherwise leaving the City in good standing. "In good standing" means a voluntary resignation with at least two (2) weeks' notice. The Chief shall make the determination of good standing and his decision shall be subject to the grievance procedure.

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8.4 OFFICERS

Under no circumstances shall an officer and a driver be on vacation at the same time.

8.5 SPLITS

Vacations may be selected in increments of full duty days.

8.6 VACATION SCHEDULE--FORTY HOUR EMPLOYEES

<u>Years of Service</u>	<u>Duty Hours Off</u>
Shall have completed probation by January 1 through completion of the eighth year.	80
First day of the ninth year through completion of the fifteenth year	120
First day of the sixteenth year through completion of the twenty-fifth year.	160
First day of the twenty-sixth year and over	200

8.7. VACATION FOR TELECOMMUNICATORS (FIRE)

A. Vacation Accrual

Effective January 1, 2004 Telecommunicator(s)-Fire shall, on January 1 of each year, receive their full annual accrual for vacation time.

In order to implement this accrual basis, Telecommunicator(s)-Fire will be advanced the one year accrual to which they are currently entitled, and shall undergo a three year process of repayment of these advanced hours through accumulated vacation accrual. Should an employee separate service from the City (i.e. discharge, resignation) he/she shall reimburse the City for any unearned leave he/she has taken.

B. Vacation Schedule

Vacation for regular full-time Telecommunicators (Fire) shall be allowed as indicated below based on continuous, uninterrupted employment pursuant to Article 3, Seniority (Longevity). Vacation shall accumulate as follows:

<u>Years of Service</u>	<u>Duty Hours Off</u>
Shall have completed probation through completion of eighth year	84

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<u>Years of Service (cont'd)</u>	<u>Duty Hours Off</u>
First day of ninth year through completion of fourteenth year	126
First day of fifteenth year through completion of twenty-fourth year	168
First day twenty-fifth year and over	210

Vacation requests must be made in advance to the Department Head or his/her designee. Seniority will be used in determining vacation approval. Vacation periods must be taken in no less than one half (1/2) day increments. Two weeks prior approval of the Department Head or his/her designee is required for use of vacation requests of more than two (2) days. The Department Head or designee shall, upon receipt of a vacation request for more than two (2) days, respond within seven (7) calendar days. Vacation request for two (2) days or less, must be presented no less than twenty-four (24) hours in advance. All vacation request must be submitted in writing.

All vacation time should be taken by the end of the calendar year after which it is earned. Telecommunicators (Fire) failing to take earned vacation accrued beyond two year's shall forfeit future vacation accrual.

No Employee shall be paid vacation time in lieu of taking time off. The hourly rate in effect for the pay period prior to the commencement of the Employee's vacation shall be utilized in calculating vacation pay.

8.8 VACATION SCHEDULE--51 HOUR EMPLOYEES

<u>Years of Service</u>	<u>Duty Hours Off</u>
First day of second year.	48
First day of third year.	72
First day of fifth year.	120
First day of tenth year.	192
First day of eighteenth year.	240
First day of twenty-fifth year.	264

ARTICLE 9
LEAVES OF ABSENCE

9.1 FUNERAL LEAVE

When there is a death in the Employees immediate family, such Employee shall be granted time off with pay up to three (3) duty days in order to attend such funeral for regular forty (40) hour Employees and up to one (1) duty day for fifty-one (51) hour Employees. A fifty-one (51) hour Employee will be relieved from duty following notification of the District Chief in the event of a death while on duty. This duty day shall not count as the duty day off described above. This leave shall not be granted in the event an Employee is on approved leave, vacation or holiday as provided herein. "Immediate family" shall include: father, mother, spouse, children, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother, sister, grandparents, grandparents of spouse, grandchildren, brother-in-law and sister-in-law, step-parents and step-children. The Chief may, in his discretion, authorize time off with or without pay in situations not covered by this Article.

9.2 MILITARY LEAVE

Employees who are duly enrolled members of a reserve unit of the Armed Forces of the United States, including the National Guard, shall be granted a leave of absence not to exceed two (2) calendar weeks per year for the purpose of attending camps or schools. Employees who are called to duty by reason of civil disobedience, rioting or other emergencies shall be granted a leave of absence not to exceed two (2) calendar weeks or ten (10) working days, Employees on approved military leave shall be paid for the difference between their total base military pay and their total base straight time pay. The Employee shall keep the military check and receive the difference from the City upon submitting their military pay voucher to the District Chief, to substantiate the amount of military pay received.

9.3 DUTY INJURY LEAVE AND SICK LEAVE

Duty injury leave and sick leave as it pertains to Employees regulated by the provisions of this contract shall be defined and regulated as follows, except as expressly provided for in Article 9.4.

- a. "Duty Injury Leave" is defined as a disability suffered in the line of duty, operations or exposure. Regardless of length of service, Employees disabled because of injury or illness suffered in the line of duty shall receive full pay for work days lost during a period of time not to exceed 365 calendar days. Use of duty injury leave shall not be chargeable to an Employee's accumulated sick leave.
- b. "Sick Leave" is defined as an off-duty illness or injury. Employees shall receive fifteen (15) duty days of sick leave at commencement of employment. Thereafter, sick leave is earned at the rate of one (1) duty day each full month of service, reduced by the number of days taken off each month at full pay when absent from duty. Employees may accumulate a total of ninety (90) duty days of sick leave. Non 51-hour personnel will be allowed to accumulate up to 1,000 hours of sick leave.

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- c. In the event an off-duty illness or injury occurs during a vacation period, the Employee shall complete his vacation period before sick leave commences. In the event an Employee is on sick leave when his scheduled vacation is to begin, his scheduled vacation shall not begin or be charged against his accrued vacation time until the Employee returns to full duty from sick leave, at which time the Employee, at his option, shall choose another vacation schedule, such selection being subject to the provisions of Section 8.2 of this Agreement.
- d. In the event an Employee sustains a Workmen's Compensation claim and subsequent duty injury leave as defined herein, that Employee shall not be entitled to sick leave for the same injury or illness sustaining the Workmen's Compensation loss time claim, or duty injury leave.
- e. In the event an Employee receives any sum of money from Workmen's Compensation for lost duty time, while on duty injury leave as described herein, he shall relinquish all Workmen's Compensation payments and sign such payments over to the City.
- f. In the event an Employee is injured while in the employment of another, he shall not be eligible for sick leave benefits.
- g. Sick leave for all Employees shall be charged on the basis of one (1) hour of sick leave for each hour of scheduled duty missed.

9.4 SICK LEAVE FOR TELECOMMUNICATORS (FIRE)

Telecommunicators (Fire) shall earn sick leave at the rate of 12 (twelve) hours per month on an accrual basis for each month of service beginning thirty (30) days after the date of hire. Sick leave shall be authorized for absence from duty because of personal illness, legal quarantine, illness in their immediate family, or for doctor/dentist appointments.

9.5 SICK LEAVE PAY UPON SEVERANCE

Upon retirement or honorable termination when the Employee gives at least two (2) weeks advance notice and successfully completes five (5) years of service, the Employee shall be eligible for sick leave pay.

Sick leave pay shall be calculated on the basis of fifty percent (50%) of the total sick leave accumulated by the Employee, provided, however, that the maximum number of sick leave days, for which compensation may be received shall not exceed fifteen (15) days. For any Employee of the department who retires under honorable conditions with at least twenty (20) years of creditable service, the maximum number of sick leave days for which compensation may be received shall not exceed 45 days.

In the event of an employee's death, this payment shall go to the employee's estate.

Pay shall be computed on the basis of the appropriate number of days multiplied by eight (8) hours at the Employee's "40 hour week" hourly pay rate.

9.5.A SICK LEAVE ACCUMULATION AND SEVERANCE FOR TELECOMMUNICATORS (FIRE)

Sick leave may be accumulated to a maximum of 1,000 (one thousand) hours. Upon death or retirement the Telecommunicator (Fire), as defined by IMRF, is entitled to receive payment for 75% of their accumulated sick leave, but not to exceed 600 (six hundred) hours. In the event of an employee's death this payment shall go to the employee's estate.

9.6 VACATION PAY UPON SEVERANCE

Upon retirement or honorable termination when the Employee gives the City at least two (2) weeks' advance notice, the Employee shall receive amounts equal to his accrued vacation pay for the current year which shall be computed on the basis of the appropriate number of days multiplied by eight (8) hours at the Employee's "40 hour week" hourly pay rate. Vacation pay shall be calculated as follows:

Employees with less than ten (10) years of service	One day per month (10 maximum)
Employees with more than ten (10) years of service	1-1/2 days per month (15 maximum)

9.7 PERSONAL BUSINESS DAY

Regular forty (40) hour Employees may receive two (2) personal days per year, noncumulative. Personal days shall be limited to necessary personal business which cannot be taken care of outside the normal work day. Three (3) calendar days' notice shall be provided to the Employee's immediate supervisor before the day is to be approved for the above reasons. Personal business days may be postponed by the Chief in the event of an emergency.

9.7.A PERSONAL LEAVE FOR TELECOMMUNICATORS (FIRE)

Telecommunicators (Fire) shall be allowed up to sixteen (16) hours of personal leave in each calendar year. Use of such personal leave shall be subject to the following conditions:

- 1) Personal leave shall be subject to prior approval of the department head or his/her designee.
- 2) The employee must give the employer one (1) days notice prior to taking personal leave.
- 3) Personal leave may be taken in no less than one half day increments.
- 4) If the employee does not use the personal leave in the calendar year it is forfeited.

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9.8 JURY DUTY

Any Employee called to jury duty shall notify the company officer at least one (1) work day in advance. The Employee shall return to work as soon as possible after being released from jury duty. The Employee shall turn in the payment from the jury commission and receive his normal salary, plus any portion of the jury commission check covering jury time accumulated on scheduled days off from the Department.

9.9 EXCESSIVE ABSENTEEISM OR TARDINESS FOR TELECOMMUNICATORS (FIRE)

It is understood that excessive absenteeism, excessive tardiness or the abuse of sick leave constitutes just cause for discipline and it is the intent of the employer to take corrective action. The City will not discipline an Employee for legitimate use of sick days if taken within procedural guidelines. The City may request evidence of use of sick time if reasonable grounds exist to suspect abuse. Abuse of sick time is the utilization of sick days for reasons other than as defined above.

9.10 UNPAID LEAVES OF ABSENCE FOR TELECOMMUNICATORS (FIRE)

Unpaid leaves of absence, as set forth in the Rules & Regulations of the City of Rockford, are accepted by the parties for the following types of leave. If unpaid leave changes during the term of this agreement, the Union reserves the right to negotiate these six types of leave.

Section 25 - Rules & Regulations of the City of Rockford

- III(a) General
- III(c) Military
- III(f) Maternity
- III(g) Educational
- III(h) Job Related Disability Leave
- III(i) Non-Job Related Disability Leave
- III(j) Family Medical Leave

9.11 FAMILY MEDICAL LEAVE ACT

The City and Union agree that the Family Medical Leave Act as implemented by the City's rules and Regulations is applicable to the City for the benefit of its employees. It is further understood and agreed that leave qualifying under FMLA will run concurrently with any paid or unpaid time taken by the employee for FMLA-qualifying circumstances.

It is further understood and agreed that if an employee has exhausted his FMLA-qualifying leave due to him under FMLA, but still retains a balance of accrued paid sick leave, that accrued paid sick leave may be used under the terms and conditions of Article 9.12.

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Employees may use holiday, vacation, and sick leave for Family Medical Leave Act (FMLA) eligible conditions. All Local 413 members who have less than one (1) month of accrued sick leave (240 hours for 51 hour personnel and 160 hours for 40 hour personnel) must use vacation, holiday, or personal time for FMLA prior to using paid sick time. All paid leave must be exhausted before using unpaid time for FMLA. Employees using FMLA on a continuous leave and having over one month of sick leave accruals at the time of beginning FMLA shall be allowed to continue to use sick leave after their accruals fall below the one month limit only so long as the FMLA remains continuous. Any time an employee returns to work will be determined to have ceased continuous FMLA.

9.12 USE OF PAID LEAVE FOR FAMILY NEEDS

The use of sick leave for FMLA for the care of eligible persons other than the employee shall be limited as follows: (1) 24 hour employees may use a maximum of 240 hours paid sick leave in a twelve month period; (2) 40 hour employees and former Alarm Operators may use a maximum of 160 hours of paid sick leave in a twelve month period; and (3), paid leave shall only be used for serious health conditions as defined under FMLA, and therefore not used for the birth or adoption of a child. The twelve-month period shall begin with the first hour of sick leave taken for FMLA.

9.13 ALTERNATIVE ASSIGNMENT FOR SHIFT EMPLOYEES WHO BECOME PREGNANT

When an employee assigned to a company becomes pregnant and presents a physician's statement that restricts her from normal firefighter duties, she will be assigned alternative work of not more than twenty-six (26) work weeks or until the pregnancy terminates, whichever is shorter.

ARTICLE 10
REDUCTION IN PERSONNEL

SECTION 1.

If the classified fire service of the Department is reduced, such reduction in numbers of Employees and later reinstatement thereof shall be done in strict compliance with department seniority except for the following classifications:

Alarm Operator
Fire Equipment Specialist
Fire Shop Coordinator

Employees in these positions shall be furloughed according to seniority within their classifications, pursuant to this Article.

The Last Employee certified shall be the first furloughed and the Employee last furloughed shall be the first reinstated and furloughed Employee shall be given preference in filling vacancies before resorting to eligibility lists of new Employees. When a vacancy is to be filled, the eligible furloughed Employee shall be given notice thereof by registered mail. Written application for reinstatement must be made within fifteen (15) days after such notification by registered mail.

SECTION 2.

Following an overall reduction in force as specified in Section 1 of this Article, if it is necessary to reduce Employees in rank to avoid furloughing additional Employees or to properly man fire fighting facilities, said reduction shall be based on seniority within the position classification. The last Employee certified to the affected position classification shall be the first Employee reduced in rank and the last Employee reduced in rank from a position classification shall be given first preference in filling vacancies in the position classification.

SECTION 3.

The City shall provide a physical examination for each Employee to be furloughed and may require such an examination before reinstatement of a furloughed Employee. If such examination is required before reinstatement, and the results thereof are found to be the same as disclosed by the examination before furlough, the Employee shall not be disqualified from eligibility for reinstatement.

ARTICLE 11
WAGES

11.1 SALARY SCHEDULES

The rates of pay and effective dates for Employees covered by this Agreement shall be as provided in Appendix C attached hereto and made a part of this Agreement. The parties have agreed that there shall be no general wage increase for 2009. On January 1, 2010, there shall be a 2% general wage increase in compensation for the removal of the guaranteed overtime provision in Article 4 of this agreement. There shall be no additional general wage increase for 2010. The contract shall be subject to a re-opener on wages only for 2011. Either party may give notice to reopen negotiations on or before December 1, 2010, and either party may invoke interest arbitration after December 15, 2010.

The provisions of Section 14 of the IPLRA shall apply with the exception of the requirement of mediation. If the parties are unable to successfully negotiate a wage re-opener, Arbitrator Perkovich shall be recalled for the hearing. The City stipulates that Local 413 IAFF shall not be subject to the ordinary interest arbitration burden to justify a catch-up and the arbitrator shall not be restrained by the arbitral precedent disfavoring wage catch-ups.

The arbitrator shall only have jurisdiction to resolve the issue of wages.

11.2 LONGEVITY PAY

For each five (5) years of service there will be an increase of two percent (2%) of the base rate of an eligible Employee to a maximum of ten percent (10%). Longevity pay shall be prorated on each individual pay period over the calendar year from January 1st to December 31st. An Employee becomes eligible for longevity on the anniversary date of his employment.

11.2.A LONGEVITY PLAN FOR TELECOMMUNICATORS (FIRE)

For each five (5) years of service, there will be an increase of two percent (2%) on the base rate of eligible Telecommunicators (Fire). Telecommunicators (Fire) become eligible for longevity on the particular anniversary of certification of their appointment to the City date.

11.3 PARAMEDICS

Effective January 1, 2000, paramedics who are permanently assigned to ambulance duty shall receive \$2,300.00 per annum, in addition to their annual salary. Paramedic pay shall be prorated over the calendar year and paid on each individual pay period while so assigned. Any FF/Paramedic promoted or assigned to a higher position will not be required to recertify as a Paramedic and shall be allowed to decertify.

Effective January 1, 2007, paramedics who are permanently assigned to ambulance duty shall receive five percent (5%) of Top Step Firefighter wage, per annum, in addition to their annual salary. Paramedics who are not assigned to ambulance duty shall receive three and one-half percent (3.5%) of Top Step Firefighter wage, per annum, in addition to their annual salary. Paramedic pay shall be pro-rated over the calendar year and paid on each individual pay period while so assigned. Any FF/Paramedic promoted or assigned to a higher position will not be required to recertify as a Paramedic and shall be allowed to decertify.

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11.3.A ALS PROVIDERS

EMT-I's who are assigned to provide advanced life support(ALS) on engine companies shall receive \$1,650.00 per annum, in addition to their annual salary. ALS Provider pay shall be prorated over the calendar year and paid on each individual pay period while so assigned.

11.4 FIRE DEPARTMENT MAINTENANCE SHOP

Maintenance and repair work on Fire Department emergency vehicles will be performed by Union members classified as Fire Equipment Specialists and Fire Maintenance Coordinator under this contract. These persons shall obtain Automotive Service Excellence (ASE) and Emergency Vehicle Certificate (EMV) certifications as prerequisites for these positions.

11.5 TELECOMMUNICATOR (FIRE) TRAINING

Telecommunicators (Fire) who are denoted and assigned by the City of Rockford as a trainer shall be paid 75 cents premium pay per hour while training

Employees dedicated to either Controls 6 and 7 or 1 through 5, who wish to train on the other controls, may volunteer to do so. The Department shall schedule such training, only when Controls 6 and 7 are each staffed by at least one Telecommunicator (Fire).

11.6 TELECOMMUNICATOR (FIRE) STEP INCREASES

Step increases will be processed without discrimination and in a timely fashion. Those Telecommunicators (Fire) eligible for the step increase shall receive it on their anniversary date. To be eligible for a step increase, an Employee shall have achieved a score of at least 50 on their performance evaluation. An Employee who is dissatisfied with his/her evaluation shall have the right to appeal the evaluation to his/her Department Head at a meeting of the Employee, Supervisor, Department Head and a Union representative, if the Employee so desires. If the step increase is granted after this meeting, the increase will be made retroactive to the Employee's anniversary date.

11.7 SHIFT DIFFERENTIAL FOR TELECOMMUNICATORS (FIRE)

Telecommunicators (Fire) and former Alarm Operators who are assigned to the night shift(6:00 PM to 6:00 AM) shall receive a seventy-five cent (.75) per hour bonus for all hours worked on the shift.

11.8 COMPENSATION FOR CARRYING A PAGER (Article to be deleted January 1, 2004)

Any 40 hour employee (except any employee that may be covered by Article 4.15), which is required by the Fire Chief or his designee to carry a pager outside of normal working hours as part of his regular duties, or as part of a regular rotation with those performing similar duties, shall receive \$730.00 annually in two (2) equal installments on January 1 and July 1. These payments shall be for carrying the assigned pager retroactively for the prior six months. If the pager was carried for less than the entire prior six months, the amount shall be prorated on a daily basis for the actual period of time the pager was carried. (Effective January 1, 2000. First payment therefore due July 1, 2000).

11.8 STAND-BY PAY FOR PRIMARY ON-CALL PERSONNEL

Primary on-call personnel (except any employee that may be covered by Article 4.15) who are designated by the Chief to be primary on-call outside of normal working hours as part of his/her regular duties, or as part of a regular rotation with those performing similar duties, shall receive one (1) hour of straight time pay for each 24 hour period in which they are designated as primary on-call.

ARTICLE 12
UNIFORMS AND CLOTHING ALLOWANCE

12.1 NEW EMPLOYEES

New Employees shall receive the following clothing upon commencement of employment:

Eight (8) Uniform Shirts consisting of any combination of short sleeve button down, long sleeve button down, or short sleeve polo. At least one long sleeve button down is required for dress uniform.

Four (4) trousers

Four (4) T-shirts

One (1) set of turn-out gear

One (1) uniform hat

One (1) all-weather coat

One (1) baseball-style hat with Fire Department logo

One (1) long-sleeved job shirt or One (1) long-sleeved sweater

One (1) gear bag upon appointment (non-replaceable)

One (1) belt

One (1) pair of shoes or boots (effective 2008)

Upon completion of an Employee's probation, the City will furnish said Employee with one (1) dress uniform.

12.2 CENTRAL CLOTHING STORE

The City shall issue station uniforms and turn out gear to all Uniformed Employees (including inspectors) and shall replace any such item, which becomes unserviceable through normal usage. The dress uniform will not be replaced from the Central Clothing Store after initial issue. Issue, replacement, and return of uniforms or turn out gear shall be determined by the Employee's Officer and District Chief on an as needed basis to comply with the Department standards. Final authority for the issue, replacement and/or return of those items rest with the Chief.

Effective in 2008, the Chief or his designee will select up to a minimum of four (4) styles of shoes to choose from. Any personnel may purchase their own shoes that are required for medical purposes, but these shoes must still meet all requirements in the rules and regulations.

Employees on a forty (40) hours work week, other than Shop personnel, will receive two (2) additional sets of pants and shirts and one (1) sweater with Fire Department logo.

No items shall be replaced by the City, which have been lost or destroyed by the Employee due to carelessness. Where disputes arise concerning the issue of carelessness, the Employee and/or Union may seek resolution of such disputes through the Health and Safety Committee as set forth below:

1. Within five (5) calendar days (excluding Saturdays, Sundays or holidays) following denial based on Employee carelessness, the Union and/or Employee may file a written request for a hearing before the Health and Safety Committee;

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2. The Committee shall then set a time for hearing within twenty (20) calendar days (excluding Saturdays, Sundays and holidays) from receipt of the written request;
3. The Employee shall appear at the hearing; the Union and the City may require the presence of any other parties at the hearing;
4. At the conclusion of the hearing, the Committee shall vote on whether the City shall replace the item; four votes shall be required for passage of any motion; if four votes are cast on either side of a motion, that side shall prevail; the Committee shall inform the Employee of their decision at that time, and shall furnish the Employee and the Union with a written explanation for their decision within three (3) calendar days (excluding Saturdays, Sundays and holidays);
5. If neither side achieves four votes, the decision shall lie with the Chief; the Committee shall provide the Chief with a written summary of the hearing. The Chief shall furnish the Employee, Union and Committee with a written decision and explanation within three (3) calendar days (excluding Saturdays, Sundays and holidays) from the date of his receipt of the written summary of the Committee.

The cost for operating the Central Clothing Store shall be borne by the City.

Shop personnel shall be provided work uniforms by the City.

All items that would be furnished to the Employees from the Central Clothing Store shall be ordered from the appropriate manufacturer within thirty (30) days of the Employee receiving approval of his Company Officer and District Chief, in accordance with other provisions of this article and applicable State and Federal laws.

12.2.A TELECOMMUNICATORS (FIRE) CLOTHING ALLOWANCE

The City will continue to provide Telecommunicators (Fire) with uniforms, sweaters and shoes.

12.3 ANNUAL ALLOWANCE

Employees who have completed their first year of service by January 1 shall receive an annual cash allowance in the amount of \$200.00 July 1, 2003, to purchase and maintain such clothing and equipment as required. An Employee who completes his first year of service after January 1 shall be entitled to a uniform allowance on July 1 in proportion to the number of days between his first anniversary date and December 31. Effective in 2004, the annual cash allowance to be paid July 1 of each calendar year shall be \$220.00. Telecommunicators (Fire) shall be eligible to receive this annual allowance beginning January 1, 1999.

ARTICLE 13
MISCELLANEOUS

13.1 WORK RULES

The Union agrees that all Employees shall comply in full with Fire Department rules, including those regulating personal conduct as well as work performance. New or changed rules will be delivered to the President of the Union and posted in all fire stations at least seven (7) calendar days before taking effect. The reasonableness of new or changed rules and regulations will be subject to the grievance procedure.

13.2 PREVAILING RIGHTS

All past practices and privileges regarding variations in wages, hours, working or living conditions, such as might exist in pay allowances, hours and overtime worked, scheduling of work, or activities permitted during rest or relaxation periods, and other similar privileges (except as specifically covered by this Agreement) shall be continued for the period this Agreement remains in effect, provided that such privileges are currently in effect and have been in effect since July 1, 1970. It is understood, however, that alleged discrepancies in the granting of such practices and privileges within the department shall not be subject to the grievance procedure.

13.3 NON-DISCRIMINATION

The City and the Union agree that the provisions of this Agreement shall be applied to all Employees without regard to race, color, creed, sex, age, marital status, national origin, political party, membership or non-membership in, or activity as an officer or representative of the Union. However, the parties agree that any alleged violations of this paragraph shall be processed according to the appropriate state or federal procedure rather than pursuant to Article VI, "Grievance Procedure and Binding Arbitration", of this Agreement. Activity as an officer or representative of the Union shall continue to be grievable pursuant to Article VI, "Grievance Procedure and Binding Arbitration", of this Agreement.

13.4 SUPPLEMENTAL AGREEMENT

Except as provided in Article 13.2, this Agreement contains all of the understanding reached by the parties after unrestricted and unlimited bargaining; it is the only written document between the parties and may be altered only as provided for herein. The document will be prepared for distribution by the Union to all Employees.

13.5 SAVINGS CLAUSE

Should any Article or portion thereof of this Agreement be held unlawful or unenforceable by any court or governmental agency of competent and final jurisdiction under the State or Federal legislation, the decision of such Court or agency shall apply only to that Article, or portion thereof, and shall not invalidate any other provision of this Agreement.

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13.6 ENTIRE AGREEMENT

This Agreement is the result of the unlimited right and opportunity afforded to each of the parties to make any and all demands and proposals with respect to the subject of rates of pay, hours of work, and conditions of employment and incidental matters respecting thereto. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject matter specifically referred to or covered in this Agreement. Waiver of any breach of this Agreement by either party shall not constitute a waiver of any future breach of this Agreement.

This Agreement constitutes the entire Agreement between the parties hereto and no verbal statement shall supersede any of its provisions.

13.7 CONFLICTING ORDINANCES AND RESOLUTIONS

It is intended that the terms and conditions of this Agreement be consistent with all laws, ordinances and regulations. In such cases where an inconsistency may arise, this Agreement shall supersede the aforementioned with the exception of existing Fire Department policies or regulations unless expressly provided to the contrary.

13.8 CAR ALLOWANCE

Employees required to use their personal vehicles at the direction of the Chief or his authorized representative on City business, will be entitled to compensation at the City's current rate, upon the completion and proper filing of the appropriate voucher documents. Employees who are on-call and required to report for duty shall only be compensated for mileage within City of Rockford municipal limits for the most direct route from their home to their designated duty station.

13.9 EMPLOYEE ASSISTANCE PROGRAM

The City and the Union agree to aid in the maintenance of a mutually satisfactory Employee Assistance Program for the benefit of bargaining unit members, and other City Employees. The costs of any such program shall be borne by the City. The City agrees to maintain a Committee to continue such a program, with representation on the Committee consisting of representatives of this Union, representatives from AFSCME Local #1038, representatives from Police Benevolent Association, and representatives from the non-represented City Employees, in addition to City representatives. Voting memberships on this Committee shall be divided equally between City representatives and City Employees.

The City and this Union agree that no information derived from such a program shall be used to demote or economically harm an Employee.

13.10 PROBATIONARY PERIOD FOR TELECOMMUNICATORS (FIRE)

Telecommunicators (Fire) hired after January 1, 1994 will serve a probationary period of a one (1) year period or six (6) months after completion of training, whichever is shorter. During the probationary period the CITY shall be the sole and exclusive judge of the probationary Telecommunicators (Fire)'s qualifications and ability and shall be the sole and exclusive judge in deciding whether to continue such an Telecommunicators (Fire)'s employment. During the probationary period new hires and rehires, shall be subjected to dismissal without recourse to the grievance procedure. Promoted or demoted Telecommunicators (Fire), during the probationary period, shall not be dismissed without just cause.

In the event a probationary employee becomes a regular full-time or regular part-time employee, his/her seniority shall accrue to the original date of such employment, if such employee was continuously employed by the CITY in this bargaining unit.

13.11 PARKING FOR TELECOMMUNICATORS (FIRE)

The City shall provide free parking to all Telecommunicators (Fire) within two (2) blocks from the nearest entrance of the primary office or building to which said Employee is assigned to work.

13.12 REGARDING TELECOMMUNICATORS (FIRE): CITY OF ROCKFORD RULES & REGULATIONS; DEPARTMENTAL WORK RULES.

The parties to this Agreement agree to recognize and be bound by the document entitled "City of Rockford Personnel Rules & Regulations". Where inconsistencies occur between the provisions of this Collective Bargaining Agreement and provisions of the City of Rockford Personnel Rules & Regulations, or any other policies and work rules, the provisions of this Agreement shall govern to the extent of the inconsistency. The City agrees to provide the Union with a copy of the City of Rockford Personnel Rules & Regulations in effect at the time this Agreement is signed. The City further agrees to notify the Union of any proposed changes in the Personnel Rules & Regulations ten (10) calendar days prior to their being submitted to the City Council for adoption.

13.13 TUITION REIMBURSEMENT

Effective January 01, 2007 the city shall provide education reimbursement for up to \$1500.00 per year. Education reimbursement shall be for career growth. Including but not limited to certifications or college classes.

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ARTICLE 14
NO STRIKE - NO LOCK-OUT

The Union, its officers and agents, and the Employees agree not to instigate, promote, sponsor, engage in, or condone any strike, slow-down, concerted stoppage of work or any other intentional interruption of operations. Any or all Employees who violate any provisions of this Article may be discharged or otherwise disciplined in accordance with the rules or regulations of the Fire and Police Commission. The City will not lock out any Employee during the period of this Agreement remains in effect as the result of a labor dispute with the Union.

Upon notification by the City to the Union in writing that certain of its members are or may be engaged in a violation of this provision, the Union shall immediately in writing order that such violation shall cease, provide the City with a copy of such an order, and a responsible official of the Union shall make public that order. The Union agrees to take all reasonable effective and affirmative action to secure compliance with the order as promptly as possible. Failure of the Union to issue the orders and take the action required herein shall be considered in determining whether or not the Union has violated this provision.

Any or all of the Employees who violated any of the provisions of this section may be discharged or disciplined by the City. In any arbitration proceeding involving breach of this provision, the sole question for the arbitrator to determine is whether the Employee engaged in the prohibited activity.

The negotiation impasse resolution procedures provided in Section 14 of the Illinois Public Employee Labor Relations Act shall be applicable to all collective bargaining issues of all Employees recognized as represented by the Union under Article 2.1 Recognition_of this Collective Bargaining Agreement provided the issue is otherwise a proper subject for resolution under those procedures.

ARTICLE 15
WORKING OUT OF CLASSIFICATION

All qualified personnel who are available (suitcase, hire back and regular company personnel) shall be considered for the acting position. All company officers will fill acting positions by selecting the most senior person in position who has the ability and qualifications to perform the job.

Any Employee who is required, for a period of at least one (1) hour, to accept the responsibilities, and carry out the duties of a position of rank above that which he normally holds, shall be paid the daily differential set forth below while so acting, under the following temporary assignment circumstances:

- a. Holidays
- b. Vacations
- c. Sick Leave/Duty Injury Leave
- d. Kelly Days
- e. Funeral Leave
- f. City-required Education Leave
- g. Permanent vacancies that are to be filled by promotion
- h. Personal Leave Days (for Division and District Chiefs)
- i. Department Meetings

The differential for each hour applied to the positions to which the Employee may be assigned are:

- 1. 51-Hour Personnel:
 - a. Driver/Tillerman-\$0.56 per hour. Effective January 1, 2007 \$1.12 per hour.
 - b. Lieutenant-\$0.65 per hour. Effective January 1, 2007 \$1.30 per hour.
 - c. District Chief-\$2.00 per hour. Effective January 1, 2007 \$4.00 per hour.
- 2. For the positions listed below, the differentials shall be applied as stated below, and not on an hourly basis:
 - a. An Employee who is in an acting Captain position for an entire work shift (24 hours) shall receive \$17.25 for such work shift, effective January 1, 2007 \$34.50 per work shift.
 - b. An Employee who is in an acting Division Chief position for an entire work shift (8 hours) shall receive \$30.00 for such work shift Effective January 1, 2007 \$60.00 per work shift.
- 3. A Fire Equipment Specialist who is in the acting Coordinator position shall be paid \$0.65 per hour, effective January 1, 2007 \$1.30 per hour.
- 4. Effective January 1, 2007 firefighters at the airport who perform driver engineer duties on airport apparatus will receive acting driver's pay.

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15. B OUT OF CLASS PAY FOR TELECOMMUNICATOR (FIRE)

An Employee temporarily assigned to a position classification in an equal or lower pay grade than his/her regular position classification shall be paid his/her regular rate. Whenever any Employee is assigned work normally done by those in a higher classification, the corresponding higher rate shall be paid retroactively to the first hour worked, when such assignment exceeds four (4) hours consecutively, and when the Employee shall also accept fully all of the responsibilities and obligations attendant upon the higher classification while on such assignment. There shall be no rotation of temporary assignments to circumvent this provision.

No out-of-class pay shall be paid to an employee while receiving training. For purposes of this section, "receiving training" shall mean being in the presence of an employee, designated as a trainer, for a specified time period. The trainer (individual providing the training) may qualify for out-of-class pay, if applicable, as outlined above.

ARTICLE 16
INSURANCE

16.1 PAID PREMIUMS OF EMPLOYEES

Effective January 1, 2009, employees who have single coverage shall pay \$15.00 per pay period (26 per year) and those with single plus one coverage shall pay \$30.00 per pay period (26 per year) and those with family / dependent coverage shall pay \$45.00 per pay period (26 per year). The City agrees to pay the remainder of the cost of health and dental insurance under the City's designated health and dental plan adopted December 29, 2003, by Ordinance 2003-2004 for the employee and covered dependents, except as the City's share of these costs is amended in this agreement.

The City will continue to provide a preferred provider plan for employees. For services rendered by non-preferred providers, the co-payment percentages will be 60 percent City and 40 percent employee, of the first \$5,000 following satisfaction of applicable deductibles.

The employee contributions, deductibles and maximum payments are stated in the box below.

PPO Plan	Annual EE Contribution with Discount	Payroll EE Contribution After Discount	Payroll EE Contribution w/o Discount	Annual Deductible	Annual Out-of-Pocket In-network
Single	\$390	\$15	\$25	\$200	\$1,000
Plus One	\$780	\$30	\$50	\$400	\$2,000
Family	\$1,170	\$45	\$75	\$600	\$3,000

Deductibles for services rendered shall be a maximum \$200.00 per person per calendar year, a maximum of \$400.00 for single + 1 or a maximum of \$600.00 per family per calendar year.

PPO in-network co-insurance is 90/10 of the first \$10,000 per person (\$1,000) or \$2,000 for single plus one or \$3000 for family. PPO out- of- network is 60/40 of the first \$5,000 per person (\$2,000) or \$4,000 for single plus one, or \$6,000 for family.

Prescription drugs shall be paid for under the prescription benefit plan only. Medically necessary prescription drugs not available through the prescription drug plan will be payable at the in network benefit level. (90/10 of the first \$10,000).

Employees shall be enrolled in a prescription card program, and shall be subject to the following conditions:

1. The employee co-pay for generic prescription medication and brand prescription medication where no generic equivalent is available shall be \$15.00 per prescription. Where the actual cost of the prescription is less than fifteen dollars (\$15.00) that actual cost shall apply.
2. The employee co-pay for brand prescriptions where generic equivalent is available shall be \$15.00 plus the price difference between the brand and generic equivalent. Where the physician mandates "no substitutions" only, the not-to-exceed \$15.00 co-pay shall apply.

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3. The co-pay provisions apply to prescriptions in 30-day increments. Maintenance drugs/prescriptions may continue to be issued in 90-day increments; however, three (3) individual co-pays shall apply. Maintenance drugs/prescriptions issued in 90-day supplies via mail order shall be limited to two (2) co-pays as described in item 1 and item 2 above. Maintenance drugs are those as identified in the Medispan Master Drug List.
4. After a 90-day period has been reached on any prescription and it is determined that the prescription is eligible for mail order, the mail order program will be utilized. If an employee opts not to order through the mail order program, the co-pay will be double the regular co-pay.

The employee contributions for the PPO plan reflect a discount for participation in the wellness plan. PPO plan members not participating in the wellness plan will not be entitled to a discount. Wellness plan is mandatory for the HSA plan participants.

Employee contributions for the HSA plan are waived for 2007 and 2008. Deductibles for the HSA plan are shown in the chart below (HSA plan) and will remain level for 2007 and 2008 subject to any change required by modification to federal regulations.

The City will continue to provide a preferred provider plan and may offer additional alternative plans, such as a Qualified High Deductible Plan (HSA). A Qualified High Deductible Plan (HSA) subject to federal regulation-and its deductibles, out of pocket maximums, and other aspects of the plan may be altered pursuant to such federal regulations. The City will give notice of any mandatory HSA plan changes prior to implementation and will negotiate on any non-mandatory plan changes prior to making any change affecting coverage, benefit levels or employee contributions. The City will negotiate with the Union the effect of any mandatory changes that may be required by federal regulations.

The employee contributions, deductibles and maximum payments are stated in the box below:

HSA Plan	Annual EE Contribution	Payroll EE Contribution	Annual Deductible in network	Annual Out-of-Pocket In-network
Single	\$0	\$0	\$1,500	\$3,000
Plus One	\$0	\$0	\$3,000	\$6,000
Family	\$0	\$0	\$3,000	\$6,000

1. City will contribute \$750 to HSA accounts on Single coverage, and \$1,500 to HSA accounts on Single Plus One and Family coverage on the first day of each plan year.
2. PPO Plan Participants in the wellness plan shall receive a bi-weekly Wellness discount of 40% reduction in employee contributions. Employees will be offered enrollment in the Wellness Program prior to any contributions of premiums.
3. The wellness plan does not include IHAP since IHAP participation is voluntary.
4. HSA network co-insurance is 80/20 of the first \$15,000; per person maximum out-of-pocket \$3000, single plus one or family, maximum out-of-pocket \$6,000. HSA out-of-network co-insurance is 60/40 of the first \$15,000; per person maximum out-of-pocket \$6,000 single plus one or family maximum out of pocket \$12,000.

16.2 LIABILITY AND RESPONSIBILITY

Effective January 1, 2009

a. The payment of these benefits constitutes the sole liability and responsibility of the City with regard to the employee's insurance program. The City agrees to maintain substantially equivalent benefits during the term of this Agreement. The City further agrees to discuss proposed benefit changes with the Union before implementation. The Health Insurance Focus Group shall meet on a quarterly basis (at a minimum) and shall continue to review health insurance and health related issues and makes recommendations to the City regarding the City's Health Plan. The Health Insurance Focus Group may request information about the operation of

the City's health plan, and the City shall provide such information in a timely basis. The Health Insurance Focus Group shall monitor the costs of health insurance benefits, review proposals of cost saving measures, review wellness programs that could lower medical costs, and make recommendations to the City.

b. The City reserves the right to change insurance carriers, self-insure or implement cost containment features so long as the overall coverage available to employees employed on the date of this Agreement is substantially the same. Any changes in coverage shall be subject to collective bargaining negotiations and prior to any implementation of plan changes the respective bargaining units must notify the City of their acceptance of such changes or reach an agreement through collective bargaining with the City.

c. In an effort to provide an insurance package that is financially responsible to the City and Union, the City will engage in competitive bidding with review and recommendations provided by the Health Insurance Focus Group of the proposed requests for proposals (RFPs) and any summaries prepared by the City of responses to the RFPs. The competitive bidding will cover the following services: the healthcare plan, including but not limited to: related network and the selection of service providers, healthcare consultants, third party administrators or other vendors for the PPO, mental health and substance abuse services for the PPO, utilization review services for PPO's medical reimbursement account and the dependant healthcare account, pharmacy services, dental and vision care benefits. The City shall develop the factors to be considered in evaluating the responsible bidders and shall inform the Health Insurance Focus Group of these factors.

d. The City will offer a dual network option to employees through ECOH that will include the River Valley Plan (Rockford Health Systems) and ECOH Network (Swedish American Health System and OSF St. Anthony Medical Center). All services through these networks shall be 90/10 of the first \$10,000. Plan holders can enroll in only one of the two ECOH network offerings if choosing ECOH. Employees shall be eligible to enroll in the River Valley Plan during the normal enrollment periods.

e. Through the ECOH Network (Swedish American Health System and OSF St. Anthony Medical Center), inpatient and ancillary services proved by OSF St. Anthony will be at 100% with no deductible. This shall become effective January 1, 2004.

f. Where an employee receives a referral by the employee's ECOH primary care physician to an out-of-network provider whose services are located greater than a 50-mile radius from the City of Rockford, the co-pay shall be maintained at ninety (90) percent by the City and

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ten (10) percent by the employee, to the first ten thousand dollars (\$10,000). ECOH covered employees requiring emergency services as defined by the City of Rockford Health Plan and are at a location more than 50 miles as described above, shall pay a co-payment percentage of eighty (80) percent by the City, twenty (20) percent to the employee, of the first five thousand dollars (\$5,000).

g. The lifetime maximum shall be \$2,000,000 per person. Employees shall receive two (2) free prophylaxis (teeth cleaning) per year.

16.3 FLEXIBLE BENEFITS

The City shall provide a Section 125 benefit plan to the Employees at no charge, so long as permitted by Federal law.

The City shall provide a Vision Benefit Plan that shall be offered on a voluntary basis and made available to the employee through the employee's Flex 125 Plan.

16.4 2004 EARLY RETIREMENT INCENTIVE PROGRAM

Current employees who are vested participants in the Firefighter Retirement System shall be eligible for the Early Retirement Incentive Program, as provided in the paragraphs below:

Employees who already qualify or meet the necessary qualifying age and length of service for receiving a pension from the Firemen's Pension Fund (minimum age 50 and length of service 20 years) during the 2004 calendar year, and who notify the City of Rockford of their intent to retire from the City of Rockford as provided below, shall be eligible to receive a \$4,000 discount on the annual premium charge for City of Rockford Health Insurance. Such a discount will begin on the first month of insurance coverage as a retiree that is not paid from the retiring employee's Flex 125 Plan, and shall not exceed \$20,000 in discounts over the following 60 months. The discount will be pro-rated as a reduction based on monthly premium (\$333.33/month).

2004 Early Retirement Procedure:

- Eligible Employees Must Notify the City of their intent to retire not later than 5:00 PM on March 1st, 2004. An Employee's decision to retire under this program is non-revocable.
- The official date of retirement shall be May 1, 2, and 3, 2004
- Not more than ten members shall be allowed to retire as part of this program during 2004.

2005 Early Retirement Procedure:

- Eligible Employees Must Notify the City of their intent to retire not later than 5:00 PM on September 1st, 2004. An Employee's decision to retire under this program is non-revocable except for qualifying events.
- The official date of retirement shall be January 1, 2, and 3, 2005
- Not more than twenty members shall be allowed to retire as part of this program on January 1, 2, and 3, 2005. Any members who exceed the limit of twenty shall be allowed to retire on July 1, 2, and 3, 2005.

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- Employees with less than 30 years of pension creditable service, as defined by the Firemen's Pension Fund, and whose anniversary date for which the employee would receive an increase in their pension rate is after January 3, 2005 and prior to January 1, 2006, must retire no later than their first regularly scheduled duty day in the month immediately after their anniversary. No employee may retire later than December 31, 2005.

Where there are more eligible members notifying the City of Rockford of their intent to retire per the conditions above, the first eligible employees shall be determined by seniority.

16.4 A. EARLY RETIREMENT 2009 THROUGH 2015

Union personnel over the age of 55 on or before 12/31/2010 and having 20 years of service on the Rockford Fire Department at the time of retirement would be eligible to retire and receive an annual credit against health insurance premiums at the equivalent of single coverage through five years of the date of their retirement. In order to be eligible, irrevocable notice of retirement must be received by December 1, 2009. The eligible members shall retire effective within 10 days of May 1, 2010. If fewer than 13 personnel opt for early retirement, then additional Union personnel who are over 50 with 20 years of service shall be eligible in order of their respective seniority dates for early retirement as stated above, however, under this provision, the total number of retirees shall not exceed 13.

If the Fire Department creates another hiring list and convenes a second recruit class in 2010, additional Union personnel who declared a retirement by December 1, 2009 and who were not eligible for the early retirement benefit due to limitation above shall be eligible to retire within 10 days of the end of the new training class and shall receive an annual credit against health insurance premiums at the equivalent of single coverage through five years of the date of their retirement..

The City does not intend to offer any other early retirement package during the period covered by this program.

16.5 INTEGRATED HEALTH ADVOCACY PROGRAM (IHAP)

The City may implement the Integrated Health Advocacy Program (IHAP). IHAP is offered by the Illinois Hospital Association to address the needs of severely ill plan participants via intervention with an integrated health strategy to promote recovery and efficient use of plan resources. The program is by invitation, confidential, and has shown great promise in the entities that subscribe to the service. This program will be voluntary on the part of the participants.

16.6 WELLNESS PLAN

On or before December 21, 2008, a wellness plan shall be established to invest in prevention through measurement, education and reward. This plan shall be offered to employees and their spouses.

The wellness program shall include the following:

- a. Health risk appraisal or assessment
Early detection programs will include; blood pressure, basic blood diagnostics, cholesterol and glucose tests.

- b. The employer shall provide to employees and their spouses the following optional elements:

Behavior and lifestyle counseling including nutrition, alcohol, and tobacco.
- c. System of rewards:
The City shall offer additional rewards (to be determined in its discretion) through offerings unique to the HSA Plan participants.
- d. The Health Insurance Focus Group shall explore expansion of the wellness plan, subject to the City's approval of any cost issues. The group will also serve as a communication channel on plan changes and implementation

16.7 CHIROPRACTIC LIMIT

Chiropractic treatment shall be subject to an annual benefit limit of \$1,500.

16.8 DEATH BENEFIT

Life Insurance Effective January 1, 2008

The City will provide a group life plan that includes guaranteed \$25,000 life insurance coverage for all employees.

Supplemental Life Insurance

The life insurance plan will include, at employee expense, optional group term life in increments of \$10,000 to a maximum of \$300,000 of which \$150,000 will be issued without evidence of insurability, subject to enrollment. (This option will be subject to change after the initial open enrollment period, based on offerings available to the City.)

Accidental Death and Dismemberment

The insurance plan shall include Accidental Death and Dismemberment benefit in the amount of \$50,000.

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ARTICLE 17
MANDATORY SCHOOLING

Any Employee covered by this Agreement that is required to obtain any schooling or education as mandated by the Chief of the Department shall be compensated for at his normal rate of pay and shall be reimbursed for any expenses agreed upon by the Chief as a result of the Mandatory Schooling. For the purpose of computing pay for the Employee under this Article, the Employee's pay shall be based on the actual number of hours spent in class attendance.

Should this schooling result in overtime, as described in 4.5, the Employee shall be compensated in accordance with that section.

This Article shall not apply to in-house schooling during this normal duty hours or to such schools as prescribed by the Chief outside of normal City facilities as long as said schooling takes place during his duty hours.

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ARTICLE 18
INDEMNIFICATION-LEGAL COUNSEL

Whenever any Employee incurs potential civil liability for actions arising in the course of his/her employment, the City's liability shall be governed by 745 ILCS 10/1-101 et seq. The City further agrees, in the aforementioned situations, to furnish the Employee counsel from the City of Rockford Department of Law.

In the event the Legal Director determines that the Employee should be represented by outside counsel, the City agrees to furnish the Employee counsel mutually agreed upon by the City and Union.

Counsel shall be provided through all stages up to and including a single appeal unless and/or until the Employee is found guilty of criminal liability or willful and wanton misconduct in violation of State or Federal law.

Whenever an Employee is summoned before the Police and Fire Commission, upon a complaint from any party other than the City regarding either preliminary hearings or actual hearings covering a disciplinary action which may be taken against the Employee, the City shall furnish the Employee counsel as provided herein. The City's liability to provide such counsel shall extend only through the local circuit court, and the City shall assume to liability for such expenses as a result of appeal taken there from.

Whenever the City is a Complainant before the Police and Fire Commission, the City shall have no liability whatsoever to provide legal counsel or other expenses of the Employee's defense against said complaint. Any disagreement as to the selection of counsel or fees for said counsel shall not be subject to the grievance procedure or binding arbitration.

ARTICLE 19
TESTING FOR CONTROLLED SUBSTANCES

Policy Statement

The Union and the Employer agree that the use of illegal drugs, and the abuse of legal drugs by members of the Fire Department present unacceptable risks to the safety and well-being of other employees and the public, invites accidents and injuries, and reduces productivity. In addition, such conduct violates current Departmental regulations and the reasonable expectations of the public that the employees who serve and protect them obey the law and be fit and free from the adverse effects of drug abuse.

In the interest of employing persons who are not impaired by drug abuse in the performance of their jobs, and for the safety and well-being of employees and residents, the Employer will establish a program that will allow the Employer to take the necessary steps, including drug testing, to eliminate such abuse by Fire Department employees.

Definitions

- A. "Drug(s)" shall mean any controlled substance listed in the Illinois Compiled Statutes, Chapter 720, Act 570, known as the Controlled Substances Act, for which the person tested does not submit a valid prescription. Thus, the term "drug(s)" includes both abused prescription medications and illegal drugs. For the purposes on Random Drug Testing only, "drugs" shall mean:
- Amphetamines
 - Cocaine
 - Marijuana
 - Opiates
 - PCP
- B. "Impairment" due to drugs shall mean a condition in which the employee is unable to properly perform his/her duties due to the effects of a drug in his/her body. Where impairment exists, incapacity for duty shall be presumed.
- C. "Positive Test Results" shall mean a positive result on both an initial screening test and confirming test. If the initial test is positive, but the confirming test is negative, the test results will be deemed negative and no action will be taken. A positive confirming test result is one where the specimen tested contained drug or drug metabolite concentrations at or above the concentration level specified in the Section outlining Drug Testing Standards below.
- D. The term "drug abuse" includes the use of any controlled substance which has not been legally prescribed and/or dispensed, or the abuse of a legally prescribed drug for which a valid, prescription cannot be documented, which results in evidence of impairment while on duty.

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- E. The term "employee," for the purposes of this article only and not for any other collective bargaining language purpose, shall include all sworn Fire Department personnel, Telecommunicators-Fire, Telecommunicator supervisors and Fire Equipment Specialist.
- F. The term "refusal" shall mean an employee's unwillingness to submit to testing, including an inability to provide a urine specimen within three hours of a proper request to provide said sample, unless the employee can supply a credible medical excuse for the inability to supply a urine specimen.

Administration of Tests

A. Educating Employees Regarding Drug Testing

All eligible employees of the Fire Department will receive a copy of the Employer's drug testing policy. Employees will be provided with information concerning the impact of the use of drugs on job performance. In addition, the Employer will educate and inform the employees on the testing procedure and the consequences of testing positive for drug use/abuse. All newly hired employees will be provided with this education and information. No employees shall be tested unless this education and information has been provided to him/her.

B. Reasonable Suspicion Testing

1. Reasonable suspicion exists if specified objective facts and circumstances warrant rational inferences that a person is using, in possession of, and/or is individually impaired due to the abuse of drugs. Reasonable suspicion will be based upon the following:
 - a. Observable phenomenon, such as direct observation of use, possession, and/or the evidence of individual symptoms of impairment resulting from using or being under the influence of drugs; and/or
 - b. Information provided by an identifiable (including name), reliable and credible source, which can be independently corroborated. Information has to be given to the individual or his designee in accordance with Section D.2.
2. Where there is reasonable suspicion that an employee is under the influence of drugs or there is evidence of impairment while on duty, that employee may be required to report for drug testing. The Fire Chief or designee, or the Director of Human Resources or designees (these people shall be trained to determine the factors or symptoms needed for the reasonable suspicion test), shall determine if reasonable suspicion exist.

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3. It is understood that a drug test shall be required under the following conditions:
 - a. When an employee is involved in a motor vehicle accident, as a driver, while on-duty and there is a fatality.
 - b. When an employee is involved in a motor vehicle accident, as a driver, while on duty, and a citation from a law enforcement agency, related to the accident, is issued to the employee

C. Random Drug Testing

1. The City and the Union will divide the employees into twelve (12) groups for the purposes of random drug testing. Each of the firehouses shall comprise a group, and the Telecommunicators-Fire, Telecommunicator Supervisors shall make up another group. The Forty (40) hour employees shall be divided and assigned to the previously mentioned groups (except for Fire Equipment Specialist, which shall not be randomly tested under this policy, but are subject to the CDL random drug testing program. Any discipline under the CDL program shall be as provided under the discipline section contained herein). The City shall not test randomly for the presence of alcohol. The City shall specify the percentage of employees (which shall be no more than 27% in a calendar year) that are to be tested annually, and the number of dates on which the urine specimens are to be collected. The City's Human Resources Department shall randomly select dates.
2. When the Human Resources Department selects a testing date, that department shall then contact the Chief or his designee, and then contact the President of the Union, or such other individual as has been previously designated in writing by the President, the morning of the date selected to inform them that random testing will be done that date. It shall be the obligation of the Union representative to promptly come to the office of the Chief to participate in a selection of one or the twelve groups by a random drawing. The Union President or his designee shall draw the group.
3. The Fire Department representative and the Union representative will be provided with a manning roster of the Fire Companies, 911 personnel and Forty hour personnel, for that day, before the drawing occurs. Any employee not scheduled to work on the day of the day of testing will be excused from testing that specific day. After the drawing of the group for testing no employee shall be allowed to leave until providing the urine sample.
4. After the drawing the Chief or his designee shall order the selected group to report to the testing site as promptly as practical.
5. The employees in the selected group shall provide specimens of urine sufficient to allow for "split sample" collection and processing of the specimens.
6. The City will direct the laboratory to provide the Union, at the Union's mailing address, copies of the quarterly statistical summary which shows the number and types of tests performed and the number of tests showing positive or negative, as well as copies of the proficiency reports of the laboratory at the same time they are sent to the City.

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7. The testing laboratory or testing facility will test a five (5) panel drug screen that will only include the following drugs:
- Amphetamines
 - Cocaine
 - Marijuana
 - Opiates
 - PCP

8. a. Initial Screening Test Standards

The following initial immunoassay test cutoff levels shall be used when screening specimens to determine the following:

Amphetamines.....	1000 ng/ml
Cocaine metabolites.....	300 ng/ml
Marijuana metabolites.....	100 ng/ml
Opiate metabolites.....	300 ng/ml
Phencyclidine.....	25 ng/ml

b. Confirmatory Test Standards

All specimens identified as positive on the initial screening test shall be confirmed using GC/MS techniques at the cutoff levels listed below. All confirmations shall be quantitative analysis. Concentrations, which exceed the linear region of the standard curve, shall be documented.

Amphetamines:

Amphetamine.....	500 ng/ml
Methamphetamine.....	500 ng/ml
Cocaine metabolites**.....	150 ng/ml
Marijuana metabolites*.....	15 ng/ml

Opiates:

Morphine.....	300 ng/ml
Codeine.....	300 ng/ml
Phencyclidine.....	25 ng/ml

* Delta 9 tetrahydrocannabinol 9 carboxylic acid

** Benzoylcegonine

D. Testing Procedure (for both Reasonable Suspicion and Random Testing)

1. This section shall be the procedure for both drug testing under Reasonable Suspicion and Random drug testing.
2. When an employee is ordered to submit to testing (other than random), the Employer shall provide the employee with a written notice of the order prior to testing. The written notice shall set forth all of the objective facts and the reasons for the order to test.

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3. The employee shall be permitted to consult with a representative of the Union at the time the order is given. The testing procedure shall not be delayed more than (90) minutes to unavailability of a Union representative. No questioning of the employee shall be conducted that is not consistent with the "Fireman's Disciplinary Act."
4. A refusal to submit to such testing shall be considered a positive test result, which can result in a disciplinary action up to and including discharge. Any employee who takes the test shall not be construed to have waived any objection or rights that he/she may have.
5. Use only a clinical laboratory or hospital facility that is licensed pursuant to the Illinois Clinical Laboratory Act, that has or is capable of being accredited by the National Institute of Drug Abuse (NIDA);
6. Use only a laboratory or facility which uses tamper proof containers, has a chain-of-custody procedure, maintains confidentiality, and preserves specimens for a minimum of twelve (12) months. The laboratory or facility must be available to demonstrate their sample handling procedures to the Union at least twice yearly, upon reasonable notice. The Union shall make arrangements to travel to the location of the facility to observe the procedure. The travel costs shall be at Union expense. The laboratory or facility shall participate in a program of "blind" proficiency testing where they analyze unknown samples sent by an independent party. The laboratory or facility shall make such results available to the Union at least twice yearly, upon reasonable notice. At the time a urine specimen is given, the employee shall be given a copy of the specimen collection procedures; the specimen must be immediately sealed, labeled and initialed by the employee to ensure that the specimen tested by the laboratory is that of the employee.
7. Collect a sufficient sample of the same bodily fluid or material from an employee to allow for initial screening, a confirmatory test and a sufficient amount to be reserved for later testing if requested by the employee.
8. Collect samples in such a manner as to preserve the individual employee's right to privacy, ensure a high degree of security to the sample and its freedom from adulteration. Employees shall not be witnessed by anyone while submitted a sample, except in circumstances where there is reasonable suspicion that the employee has or may attempt to compromise the accuracy of the testing procedure.
9. Confirm any employee who tests positive in the initial screening for drugs by testing the second portion of the same sample via gas chromatography, plus mass spectrometry (or "GC/MS") or the equivalent or better scientifically accurate and accepted method that will provide quantitative data about detected drug or drug metabolites;
10. Provide the employee tested with an opportunity to have the additional sample tested by an NIDA accredited clinical laboratory or hospital facility of the employee's own choosing, at the employee's own expense;

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11. Provide each employee tested, upon written request, with a copy of all written information and written reports received by the Employer in connection with the testing and the results;
12. Ensure that no employee is subject to any adverse employment action except emergency temporary re-assignment or leave with pay during the pendency of any testing procedure where the employee's re-assignment is required. Any such emergency re-assignment or leave shall be immediately discontinued in the event of a negative test result, and all records of the testing procedure will be expunged from the employee's personnel files;
13. Required that the Laboratory or hospital facility report to the Employee when a urine sample is positive only if both the initial and confirmatory test are positive. The parties agree that should any information concerning such testing or the results thereof be obtained inconsistent with the understanding expressed herein, the Employer and the Union shall not use such information in any manner or forum adverse to the employee's interest.

Drug Testing Standards (for Reasonable Suspicion)

A. Initial Screening Test Standards

The following initial immunoassay test cutoff levels shall be used when screening specimens to determine whether they are positive for the following ten (10) drugs/classes of drugs:

	Initial Test Level
Amphetamines.....	1000 ng/ml
Barbiturates.....	300 ng/ml
Secobarbital.....	300 ng/ml
Pentobarbital.....	1000 ng/ml
Phenobarbital.....	3000 ng/ml
Butabartial.....	3000 ng/ml
Benzodiazepines.....	300 ng/ml
Cocaine metabolites.....	300 ng/ml
Marijuana metabolites.....	100 ng/ml
Methadone.....	300 ng/ml
Methaqualone.....	300 ng/ml
Opiate metabolites.....	300 ng/ml
Phencyclidine.....	25 ng/ml
Propoxyphene.....	300 ng/ml
Propoxyphene.....	300 ng/ml
Norproxyphene.....	300 ng/ml

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B. Confirmatory Test Standards

All specimens identified as positive on the initial screening test shall be confirmed using GC/MS techniques at the cutoff levels listed below. All confirmations shall be quantitative analysis.

Concentrations, which exceed the linear region of the standard curve, shall be documented.

	Confirmatory Test Level
Amphetamines:	
Amphetamine.....	500 ng/ml
Methamphetamine.....	500 ng/ml
Barbiturates.....	200 ng/ml
Secobarbital.....	1000 ng/ml
Pentobarbital.....	1000 ng/ml
Phenobarbital.....	1000 ng/ml
Butabartial.....	1000 ng/ml
Benzodiazepines.....	200 ng/ml
Cocaine metabolites*.....	150 ng/ml
Marijuana metabolites**.....	15 ng/ml
Methadone.....	200 ng/ml
Methaqualone.....	200 ng/ml

	Confirmatory Test Level
Opiates:	
Morphine.....	300 ng/ml
Codeine.....	300 ng/ml
Phencyclidine.....	25 ng/ml
Propoxyphene.....	200 ng/ml
Propoxyphene.....	300 ng/ml
Norproxyphene.....	300 ng/ml

* Delta 9 tetrahydrocannabinol 9 carboxylic acid

** Benzoylcegonine

C. Changes in Test Standards

The cutoff levels as test standards may be amended during the term of this agreement, by mutual written agreement based on newly adopted NIDA screening and confirmatory standards.

Right to Contest

The Union and/or the employee, with or without the Union, shall have the right to file a grievance concerning any test permitted by this Agreement. Any re-testing of samples by the Union and/or employee shall be at their expense. If re-testing shows a negative result, then the Employer will reimburse the employee for the expense of re-testing.

Voluntary Request for Assistance

The Employer shall take no adverse employment action against an employee who voluntarily seeks treatment, prior to any drug test being ordered or administered, through the Employer's EAP Program, or through one of the City's health care providers and/or referrals to other recognized or certified programs, for an alcohol or drug related problem, other than that the Employer may place the employee on leave during treatment and require the use of accumulated benefits to cover such time the employee is unable to perform job duties due to enrollment in said programs. The Employer shall make available through its Employee Assistance Program a means by which the employee may obtain referrals, while undergoing treatment or when otherwise unfit for duty in his current assignment. All such requests shall be confidential. When undergoing treatment, or when otherwise unfit for duty in his current assignment, employees shall be allowed to use: 1) Accumulated sick leave; and/or 2) Paid leave; and/or 3) Be placed on unpaid leave pending treatment.

Discipline

If an employee has positive results from a drug test he/she will undergo professional consultation and evaluation and undergo and complete treatment as prescribed by that professional; however, if the positive result follows a test administered after an accident with fatalities and/or citations said employee will be discharged. In all other cases involving a positive result, the employee in question will be discharged if:

- She or he does not successfully rehabilitate as determined by follow-up testing set forth by aforementioned professional; or
- He/she has a second positive; or
- He/she admits to continued or renewed use of a controlled substance.

Insurance Coverage

The Employer shall provide health insurance, which may cover all or a portion of the cost of the EAP Program. The insurance should provide for both outpatient and in-patient treatment, consistent with the City of Rockford Health Plan, depending on the appropriate course of action in each employee's case.

Duty Assignment

Regarding those employees who request voluntary assistance, the nature of the EAP or treatment program allows the employee to continue to work during treatment, the Employer may maintain the individual's previous employment status. If an employee participates in an in-patient program which precludes continued employment, the employee shall be granted a leave to do so. At the end of such leave, the employee shall be returned to his former position with no loss of seniority. An employee shall use accumulated sickness, vacation, personal days or disability benefits, in that order during the period of his/her treatment leave.

Employees who voluntarily report to the Supervisor that they are taking prescribed or over-the-counter medication that has adverse side effects, which interfere with the employee's ability to perform his/her normal duties, may be temporarily reassigned with full pay to their duties.

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Nothing in this Section shall prevent an employee from seeking treatment or taking a treatment leave more than one time in a year for in-patient treatment.

Confidentiality of Test Results

The results of drug test will be disclosed to the person tested, the Chief, the Director of Human Resources, and such other officials as may be mutually agreed to by the parties. If the employee is represented by a Union and consents in writing, the test results will be disclosed to the employee's Union President or designee. Test results will not be disclosed externally except where required for disciplinary purposes.

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ARTICLE 20
DURATION OF AGREEMENT

This Agreement shall be effective as of January 1, 2009, and shall remain in effect until midnight, December 31, 2011. This Agreement shall continue hereafter in full force and effect from year to year unless written notice of desire to terminate or amend this Agreement is given by either party to the other on or before or any succeeding August 1. The Union shall serve the above notice on the Legal Director. The City of Rockford shall serve the above notice on the President of the Union.

In the event that the above notification is given, the parties agree to enter into negotiations no later than September 1 of the year in which the notice is served. Notwithstanding any provision of this article or Agreement to the contrary, this Agreement shall remain in full force and effect after any expiration date while negotiations or Resolution on Impasse Procedure are continuing for a new Agreement or part thereof between the parties.

**INTERNATIONAL ASSOCIATION OF
FIRE FIGHTERS, LOCAL NO. 413
AFL-CIO-CLC**



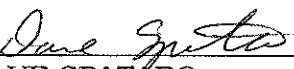
E.J. DILONARDO .
Chief Spokesman



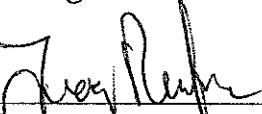
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Union Negotiator



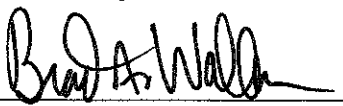
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Union Negotiator



DAVE SPATARO
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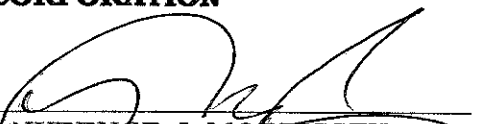


TRACY RENFRO
Union Negotiator




BRAD WALKER
Union Negotiator

**CITY OF ROCKFORD, A MUNICIPAL
CORPORATION**

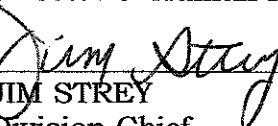


LAWRENCE J. MORRISSEY
Mayor

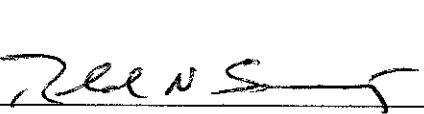


PATRICK W. HAYES
Legal Director

JESSICA L. JONES
Director of Human Resources



JIM STREY
Division Chief



RONALD SCHULTZ
City Attorney



BARRY FITZ
Equipment/Safety


RON POTENZIANI
Union Negotiator

WAGE SCALES

January 1, 2009- December 31, 2009					
Rockford Fire Department					
Salary Schedule					
Fire Fighters/Fire Equipment Specialist					
Firefighter					
Months	Annual	Bi-weekly		51 Hour	40 Hour
1- 6	41,520.13	1,594.26	Step A	15.63	19.96
7-12	48,132.45	1,848.24	Step B	18.12	23.14
13-24	50,925.88	1,955.34	Step C	19.17	24.48
25-30	53,718.03	2,063.46	Step D	20.23	25.83
31-36	55,219.04	2,120.58	Step E	20.79	26.55
37-48	56,713.83	2,177.70	Step F	21.35	27.27
49-84	58,201.18	2,234.82	Step G	21.91	27.98
84+	62,334.18	2,393.94	Step H	23.47	29.97
Additional assigned:					
Paramedic	3,116.71	119.70		1.1735	1.4984
ALS Provider	2,181.70	83.78		0.8214	1.0489
Fire Equipment Specialist					
Months	Annual	Bi-weekly			40 Hour
1- 6	41,520.13	1,596.80	Step A		19.96
7-12	48,132.45	1,851.20	Step B		23.14
13-24	50,925.88	1,958.40	Step C		24.48
25-30	53,718.03	2,066.40	Step D		25.83
31-36	55,219.04	2,124.00	Step E		26.55
37-48	56,713.83	2,181.60	Step F		27.27
49-84	58,201.18	2,238.40	Step G		27.98
84-180	62,334.18	2,397.60	Step H		29.97
181+	66,036.39	2,540.00	Step I		31.75

January 1, 2010- December 31,2010					
Rockford Fire Department					
Salary Schedule					
Fire Fighters/Fire Equipment Specialist					
Fire Fighter					
Months	Annual	Bi-weekly		51 Hour	40 Hour
1- 6	42,350.53	1,626.90	Step A	15.95	20.36
7-12	49,095.10	1,884.96	Step B	18.48	23.60
13-24	51,944.40	1,995.12	Step C	19.56	24.97
25-30	54,792.39	2,104.26	Step D	20.63	26.34
31-36	56,323.42	2,163.42	Step E	21.21	27.08
37-48	57,848.11	2,221.56	Step F	21.78	27.81
49-84	59,365.20	2,279.70	Step G	22.35	28.54
84+	63,580.86	2,441.88	Step H	23.94	30.57
Additional assigned:					
Paramedic	3,179.04	122.08		1.1969	1.5284
ALS Provider	2,225.33	85.47		0.8379	1.0699
Fire Equipment Specialist					
Months	Annual	Bi-weekly			40 Hour
1- 6	42,350.53	1,628.80	Step A		20.36
7-12	49,095.10	1,888.00	Step B		23.60
13-24	51,944.40	1,997.60	Step C		24.97
25-30	54,792.39	2,107.20	Step D		26.34
31-36	56,323.42	2,166.40	Step E		27.08
37-48	57,848.11	2,224.80	Step F		27.81
49-84	59,365.20	2,283.20	Step G		28.54
84-180	63,580.86	2,445.60	Step H		30.57
181+	67,357.12	2,590.40	Step I		32.38

January 1, 2009- December 31, 2009					
Rockford Fire Department					
Salary Schedule					
Personnel other than Firefighter/Fire Equipment Specialist					
Alarm Operator					
Months	Annual	Bi-weekly		51 Hour	40 Hour
1-12	48,298.82	1,857.60	Step A		23.22
13-24	51,935.23	1,997.60	Step B		24.97
25-36	55,577.84	2,137.60	Step C		26.72
37-48	59,213.01	2,277.60	Step D		28.47
Over 48	64,112.04	2,465.60	Step E		30.82
Fire Inspector/Training Officer					
Months	Annual	Bi-weekly		51 Hour	40 Hour
1-12	68,292.24	2,626.40	Step A		32.83
Over 12	71,952.23	2,767.20	Step B		34.59
Driver					
Months	Annual	Bi-weekly		51 Hour	40 Hour
1-12	63,576.96	2,441.88	Step A	23.94	30.57
Over 12	66,036.39	2,535.72	Step B	24.86	31.75
Lieutenant					
Months	Annual	Bi-weekly		51 Hour	40 Hour
1-12	67,404.55	2,588.76	Step A	25.38	32.41
Over 12	69,938.49	2,685.66	Step B	26.33	33.62
Captain/Coordinator					
Months	Annual	Bi-weekly		51 Hour	40 Hour
1-12	71,295.46	2,737.68	Step A	26.84	34.28
Over 12	74,252.77	2,851.92	Step B	27.96	35.70
Additional assigned:					
Paramedic	3,116.71	119.70		1.1735	1.4984
ALS Provider	2,181.70	83.78		0.8214	1.0489

January 1, 2010- December 31, 2010				
Rockford Fire Department				
Salary Schedule				
Personnel other than Firefighter/Fire Equipment Specialist				
Alarm Operator				
Months	Annual	Bi-weekly		51 Hour 40 Hour
1-12	49,264.80	1,895.20	Step A	23.69
13-24	52,973.93	2,037.60	Step B	25.47
25-36	56,689.40	2,180.00	Step C	27.25
37-48	60,397.27	2,323.20	Step D	29.04
Over 48	65,394.28	2,515.20	Step E	31.44
Fire Inspector/Training Officer				
Months	Annual	Bi-weekly		51 Hour 40 Hour
1-12	69,658.08	2,679.20	Step A	33.49
Over 12	73,391.27	2,822.40	Step B	35.28
Driver				
Months	Annual	Bi-weekly		51 Hour 40 Hour
1-12	64,848.50	2,490.84	Step A	24.42 31.18
Over 12	67,357.12	2,586.72	Step B	25.36 32.38
Lieutenant				
Months	Annual	Bi-weekly		51 Hour 40 Hour
1-12	68,752.64	2,640.78	Step A	25.89 33.05
Over 12	71,337.26	2,739.72	Step B	26.86 34.30
Captain/Coordinator				
Months	Annual	Bi-weekly		51 Hour 40 Hour
1-12	72,721.37	2,792.76	Step A	27.38 34.96
Over 12	75,737.83	2,909.04	Step B	28.52 36.41
Additional assigned:				
Paramedic	3,179.04	122.08		1.1969 1.5284
ALS Provider	2,225.33	85.47		0.8379 1.0699

Rockford Fire Department					
Salary Schedule					
Telecommunicator - Fire					
January 1, 2009- December 31,2009					
	Annual	Bi-weekly		51 Hour	40 Hour
	41,066.96	1,579.20	Step A		19.74
	42,710.73	1,642.40	Step B		20.53
	44,411.62	1,708.00	Step C		21.35
	46,199.39	1,776.80	Step D		22.21
	48,045.55	1,848.00	Step E		23.10
	49,977.36	1,922.40	Step F		24.03
	51,977.43	1,999.20	Step G		24.99
	64,112.04	2,465.60	Step H		30.82
	*H Completion of 30 years				
January 1, 2010- December 31,2010					
	Annual	Bi-weekly		51 Hour	40 Hour
	41,888.30	1,611.20	Step A		20.14
	43,564.94	1,675.20	Step B		20.94
	45,299.85	1,742.40	Step C		21.78
	47,123.38	1,812.80	Step D		22.66
	49,006.46	1,884.80	Step E		23.56
	50,976.91	1,960.80	Step F		24.51
	53,016.98	2,039.20	Step G		25.49
	65,394.28	2,515.20	Step H		31.44
	*H Completion of 30 years				
January 1, 2011- December 31,2011					
	Annual	Bi-weekly		51 Hour	40 Hour
	41,888.30	1,611.20	Step A		20.14
	43,564.94	1,675.20	Step B		20.94
	45,299.85	1,742.40	Step C		21.78
	47,123.38	1,812.80	Step D		22.66
	49,006.46	1,884.80	Step E		23.56
	50,976.91	1,960.80	Step F		24.51
	53,016.98	2,039.20	Step G		25.49
	65,394.28	2,515.20	Step H		31.44
	*H Completion of 30 years				

			2009 ROCKFORD FIRE DEPARTMENT																					APPENDIX "A"											
			SHIFT SCHEDULE AND FLSA PERIODS																						PAGE 1 OF 3										
January	1	2	3	4	5	6	7	8	9	0	1	2	3	4	5	6	7	8	9	0	1	2	3	4	5	6	7	8	9	0	1				
SHIFT	A	B	C	A	B	C	A	B	C	A	B	C	A	B	C	A	B	C	A	B	C	A	B	C	A	B	C	A	B	C	A				
PERIOD	4	4	4	5	5	5	6	6	6	7	7	7	8	8	8	9	9	9	1	1	1	2	2	2	3	3	3	4	4	4	5				
February	1	2	3	4	5	6	7	8	9	0	1	2	3	4	5	6	7	8	9	0	1	2	3	4	5	6	7	8							
SHIFT	B	C	A	B	C	A	B	C	A	B	C	A	B	C	A	B	C	A	B	C	A	B	C	A	B	C	A	B							
PERIOD	5	5	6	6	6	7	7	7	8	8	8	9	9	9	1	1	1	2	2	2	3	3	3	4	4	4	5	5							
March	1	2	3	4	5	6	7	8	9	0	1	2	3	4	5	6	7	8	9	0	1	2	3	4	5	6	7	8	9	0	1				
SHIFT	C	A	B	C	A	B	C	A	B	C	A	B	C	A	B	C	A	B	C	A	B	C	A	B	C	A	B	C	A	B	C				
PERIOD	5	6	6	6	7	7	7	8	8	8	9	9	9	1	1	1	2	2	2	3	3	3	4	4	4	5	5	5	6	6	6				
April	1	2	3	4	5	6	7	8	9	0	1	2	3	4	5	6	7	8	9	0	1	2	3	4	5	6	7	8	9	0					
SHIFT	A	B	C	A	B	C	A	B	C	A	B	C	A	B	C	A	B	C	A	B	C	A	B	C	A	B	C	A	B	C					
PERIOD	7	7	7	8	8	8	9	9	9	1	1	1	2	2	2	3	3	3	4	4	4	5	5	5	6	6	6	7	7	7					
May	1	2	3	4	5	6	7	8	9	0	1	2	3	4	5	6	7	8	9	0	1	2	3	4	5	6	7	8	9	0	1				
SHIFT	A	B	C	A	B	C	A	B	C	A	B	C	A	B	C	A	B	C	A	B	C	A	B	C	A	B	C	A	B	C	A				
PERIOD	8	8	8	9	9	9	1	1	1	2	2	2	3	3	3	4	4	4	5	5	5	6	6	6	7	7	7	8	8	8	9				
June	1	2	3	4	5	6	7	8	9	0	1	2	3	4	5	6	7	8	9	0	1	2	3	4	5	6	7	8	9	0					
SHIFT	B	C	A	B	C	A	B	C	A	B	C	A	B	C	A	B	C	A	B	C	A	B	C	A	B	C	A	B	C	A					
PERIOD	9	9	1	1	1	2	2	2	3	3	3	4	4	4	5	5	5	6	6	6	7	7	7	8	8	8	9	9	9	1					
July	1	2	3	4	5	6	7	8	9	0	1	2	3	4	5	6	7	8	9	0	1	2	3	4	5	6	7	8	9	0	1				
SHIFT	B	C	A	B	C	A	B	C	A	B	C	A	B	C	A	B	C	A	B	C	A	B	C	A	B	C	A	B	C	A	B				
PERIOD	1	1	2	2	2	3	3	3	4	4	4	5	5	5	6	6	6	7	7	7	8	8	8	9	9	9	1	1	1	2	2				
August	1	2	3	4	5	6	7	8	9	0	1	2	3	4	5	6	7	8	9	0	1	2	3	4	5	6	7	8	9	0	1				
SHIFT	C	A	B	C	A	B	C	A	B	C	A	B	C	A	B	C	A	B	C	A	B	C	A	B	C	A	B	C	A	B	C				
PERIOD	2	3	3	3	4	4	4	5	5	5	6	6	6	7	7	7	8	8	8	9	9	9	1	1	1	2	2	2	3	3	3				
September	1	2	3	4	5	6	7	8	9	0	1	2	3	4	5	6	7	8	9	0	1	2	3	4	5	6	7	8	9	0					
SHIFT	A	B	C	A	B	C	A	B	C	A	B	C	A	B	C	A	B	C	A	B	C	A	B	C	A	B	C	A	B	C					
PERIOD	4	4	4	5	5	5	6	6	6	7	7	7	8	8	8	9	9	9	1	1	1	2	2	2	3	3	3	4	4	4					
October	1	2	3	4	5	6	7	8	9	0	1	2	3	4	5	6	7	8	9	0	1	2	3	4	5	6	7	8	9	0	1				
SHIFT	B	C	A	B	C	A	B	C	A	B	C	A	B	C	A	B	C	A	B	C	A	B	C	A	B	C	A	B	A	B	C				
PERIOD	5	5	5	6	6	6	7	7	7	8	8	8	9	9	9	1	1	1	2	2	2	3	3	3	4	4	4	5	5	5	6				
November	1	2	3	4	5	6	7	8	9	0	1	2	3	4	5	6	7	8	9	0	1	2	3	4	5	6	7	8	9	0					
SHIFT	A	B	C	A	B	C	A	B	C	A	B	C	A	B	C	A	B	C	A	B	C	A	B	C	A	B	C	A	B	C					
PERIOD	6	6	7	7	7	8	8	8	9	9	9	1	1	1	2	2	2	3	3	3	4	4	4	5	5	5	6	6	6	7					
December	1	2	3	4	5	6	7	8	9	0	1	2	3	4	5	6	7	8	9	0	1	2	3	4	5	6	7	8	9	0	1				
SHIFT	B	C	A	B	C	A	B	C	A	B	C	A	B	C	A	B	C	A	B	C	A	B	C	A	B	C	A	B	C	A	B				
PERIOD	7	7	8	8	8	9	9	9	1	1	1	2	2	2	3	3	3	4	4	4	5	5	5	6	6	6	7	7	7	8	8				

2010 ROCKFORD FIRE DEPARTMENT															APPENDIX "A"																	
SHIFT SCHEDULE AND FLSA PERIODS															PAGE 2 OF 3																	
January	1	2	3	4	5	6	7	8	9	0	1	2	3	4	5	6	7	8	9	0	1	2	2	2	2	2	2	2	2	2	3	3
SHIFT	C	A	B	C	A	B	C	A	B	C	A	B	C	A	B	C	A	B	C	A	B	C	A	B	C	A	B	C	A	B	C	
PERIOD	9	9	9	1	1	1	2	2	2	3	3	3	4	4	4	5	5	5	6	6	6	7	7	7	8	8	8	9	9	9	1	
February	1	2	3	4	5	6	7	8	9	0	1	2	3	4	5	6	7	8	9	0	1	2	2	2	2	2	2	2	2			
SHIFT	A	B	C	A	B	C	A	B	C	A	B	C	A	B	C	A	B	C	A	B	C	A	B	C	A	B	C	A				
PERIOD	1	1	2	2	2	3	3	3	4	4	4	5	5	5	6	6	6	7	7	7	8	8	8	9	9	9	1	1				
March	1	2	3	4	5	6	7	8	9	0	1	2	3	4	5	6	7	8	9	0	1	2	2	2	2	2	2	2	2	3	3	
SHIFT	B	C	A	B	C	A	B	C	A	B	C	A	B	C	A	B	C	A	B	C	A	B	C	A	B	C	A	B	C	A	B	
PERIOD	1	2	2	2	3	3	3	4	4	4	5	5	5	6	6	6	7	7	7	8	8	8	9	9	9	1	1	1	2	2	2	
April	1	2	3	4	5	6	7	8	9	0	1	2	3	4	5	6	7	8	9	0	1	2	2	2	2	2	2	2	2	3		
SHIFT	C	A	B	C	A	B	C	A	B	C	A	B	C	A	B	C	A	B	C	A	B	C	A	B	C	A	B	C	A	B		
PERIOD	3	3	3	4	4	4	5	5	5	6	6	6	7	7	7	8	8	8	9	9	9	1	1	1	2	2	2	3	3	3		
May	1	2	3	4	5	6	7	8	9	0	1	2	3	4	5	6	7	8	9	0	1	2	2	2	2	2	2	2	2	3	3	
SHIFT	C	A	B	C	A	B	C	A	B	C	A	B	C	A	B	C	A	B	C	A	B	C	A	B	C	A	B	C	A	B	C	
PERIOD	4	4	4	5	5	5	6	6	6	7	7	7	8	8	8	9	9	9	1	1	1	2	2	2	2	2	2	3	4	4	5	
June	1	2	3	4	5	6	7	8	9	0	1	2	3	4	5	6	7	8	9	0	1	2	2	2	2	2	2	2	2	3		
SHIFT	A	B	C	A	B	C	A	B	C	A	B	C	A	B	C	A	B	C	A	B	C	A	B	C	A	B	C	A	B	C		
PERIOD	5	5	6	6	6	7	7	7	8	8	8	9	9	9	1	1	1	2	2	2	3	3	3	4	4	4	5	5	5	6		
July	1	2	3	4	5	6	7	8	9	0	1	2	3	4	5	6	7	8	9	0	1	2	2	2	2	2	2	2	2	3	3	
SHIFT	A	B	C	A	B	C	A	B	C	A	B	C	A	B	C	A	B	C	A	B	C	A	B	C	A	B	C	A	B	C	A	
PERIOD	6	6	7	7	7	8	8	8	9	9	9	1	1	1	2	2	2	3	3	3	4	4	4	5	5	5	6	6	6	7	7	
August	1	2	3	4	5	6	7	8	9	0	1	2	3	4	5	6	7	8	9	0	1	2	2	2	2	2	2	2	2	3	3	
SHIFT	B	C	A	B	C	A	B	C	A	B	C	A	B	C	A	B	C	A	B	C	A	B	C	A	B	C	A	B	C	A	B	
PERIOD	7	8	8	8	9	9	9	1	1	1	2	2	2	3	3	3	4	4	4	5	5	5	6	6	6	7	7	7	8	8	8	
September	1	2	3	4	5	6	7	8	9	0	1	2	3	4	5	6	7	8	9	0	1	2	2	2	2	2	2	2	2	3		
SHIFT	C	A	B	C	A	B	C	A	B	C	A	B	C	A	B	C	A	B	C	A	B	C	A	B	C	A	B	C	A	B		
PERIOD	9	9	9	1	1	1	2	2	2	3	3	3	4	4	4	5	5	5	6	6	6	7	7	7	8	8	8	9	9	9		
October	1	2	3	4	5	6	7	8	9	0	1	2	3	4	5	6	7	8	9	0	1	2	2	2	2	2	2	2	2	3	3	
SHIFT	C	A	B	C	A	B	C	A	B	C	A	B	C	A	B	C	A	B	C	A	B	C	A	B	C	A	B	C	A	B	C	
PERIOD	9	1	1	1	2	2	2	3	3	3	4	4	4	5	5	5	6	6	6	7	7	7	8	8	8	9	9	9	1	1	1	
November	1	2	3	4	5	6	7	8	9	0	1	2	3	4	5	6	7	8	9	0	1	2	2	2	2	2	2	2	2	3		
SHIFT	A	B	C	A	B	C	A	B	C	A	B	C	A	B	C	A	B	C	A	B	C	A	B	C	A	B	C	A	B	C		
PERIOD	2	2	2	3	3	3	4	4	4	5	5	5	6	6	6	7	7	7	8	8	8	9	9	9	1	1	1	2	2	2		
December	1	2	3	4	5	6	7	8	9	0	1	2	3	4	5	6	7	8	9	0	1	2	2	2	2	2	2	2	2	3	3	
SHIFT	A	B	C	A	B	C	A	B	C	A	B	C	A	B	C	A	B	C	A	B	C	A	B	C	A	B	C	A	B	C	A	
PERIOD	3	3	3	4	4	4	5	5	5	6	6	6	7	7	7	8	8	8	9	9	9	1	1	1	2	2	2	3	3	3	4	

			2011 ROCKFORD FIRE DEPARTMENT																					APPENDIX "A"														
			SHIFT SCHEDULE AND FLSA PERIODS																					PAGE 3 OF 3														
January	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31							
SHIFT	B	C	A	B	C	A	B	C	A	B	C	A	B	C	A	B	C	A	B	C	A	B	C	A	B	C	A	B	C	A	B							
PERIOD	4	4	5	5	5	6	6	6	7	7	7	8	8	8	9	9	9	1	1	1	2	2	2	3	3	3	4	4	4	5	5							
February	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28										
SHIFT	C	A	B	C	A	B	C	A	B	C	A	B	C	A	B	C	A	B	C	A	B	C	A	B	C	A	B	C										
PERIOD	5	6	6	6	7	7	7	8	8	8	9	9	9	1	1	1	2	2	2	3	3	3	4	4	4	5	5	5										
March	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31							
SHIFT	A	B	C	A	B	C	A	B	C	A	B	C	A	B	C	A	B	C	A	B	C	A	B	C	A	B	C	A	B	C	A							
PERIOD	6	6	6	7	7	7	8	8	8	9	9	9	1	1	1	2	2	2	3	3	3	4	4	4	5	5	5	6	6	6	7							
April	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30								
SHIFT	B	C	A	B	C	A	B	C	A	B	C	A	B	C	A	B	C	A	B	C	A	B	C	A	B	C	A	B	C	A								
PERIOD	7	7	8	8	8	9	9	9	1	1	1	2	2	2	3	3	3	4	4	4	5	5	5	6	6	6	7	7	7	8								
May	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31							
SHIFT	B	C	A	B	C	A	B	C	A	B	C	A	B	C	A	B	C	A	B	C	A	B	C	A	B	C	A	B	C	A	B							
PERIOD	8	8	9	9	9	1	1	1	2	2	2	3	3	3	4	4	4	5	5	5	6	6	6	7	7	7	8	8	8	9	9							
June	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30								
SHIFT	C	A	B	C	A	B	C	A	B	C	A	B	C	A	B	C	A	B	C	A	B	C	A	B	C	A	B	C	A	B								
PERIOD	9	1	1	1	2	2	2	3	3	3	4	4	4	5	5	5	6	6	6	7	7	7	8	8	8	9	9	9	1	1								
July	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31							
SHIFT	C	A	B	C	A	B	C	A	B	C	A	B	C	A	B	C	A	B	C	A	B	C	A	B	C	A	B	C	A	B	C							
PERIOD	1	2	2	2	3	3	3	4	4	4	5	5	5	6	6	6	7	7	7	8	8	8	9	9	9	1	1	1	2	2	2							
August	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31							
SHIFT	A	B	C	A	B	C	A	B	C	A	B	C	A	B	C	A	B	C	A	B	C	A	B	C	A	B	C	A	B	C	A							
PERIOD	3	3	3	4	4	4	5	5	5	6	6	6	7	7	7	8	8	8	9	9	9	1	1	1	2	2	2	3	3	3	4							
September	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30								
SHIFT	B	C	A	B	C	A	B	C	A	B	C	A	B	C	A	B	C	A	B	C	A	B	C	A	B	C	A	B	C	A								
PERIOD	4	4	5	5	5	6	6	6	7	7	7	8	8	8	9	9	9	1	1	1	2	2	2	3	3	3	4	4	4	5								
October	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31							
SHIFT	B	C	A	B	C	A	B	C	A	B	C	A	B	C	A	B	C	A	B	C	A	B	C	A	B	C	A	B	C	A	B							
PERIOD	5	5	6	6	6	7	7	7	8	8	8	9	9	9	1	1	1	2	2	2	3	3	3	4	4	4	5	5	5	6	6							
November	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30								
SHIFT	C	A	B	C	A	B	C	A	B	C	A	B	C	A	B	C	A	B	C	A	B	C	A	B	C	A	B	C	A	B								
PERIOD	6	7	7	7	8	8	8	9	9	9	1	1	1	2	2	2	3	3	3	4	4	4	5	5	5	6	6	6	7	7								
December	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31							
SHIFT	C	A	B	C	A	B	C	A	B	C	A	B	C	A	B	C	A	B	C	A	B	C	A	B	C	A	B	C	A	B	C							
PERIOD	7	8	8	8	9	9	9	1	1	1	2	2	2	3	3	3	4	4	4	5	5	5	6	6	6	7	7	7	8	8	8							

AGREEMENT MEMORANDUM

CORRECTED

COPY: 6/7/90

On February 22, 1988, the following Agreement was reached between AFSCME Local 1058 and the Rockford Police Department management. This was the culmination of a grievance hearing, and pertains only to Com-Center Personnel.

Two times per year, each employee may request TC and/or personal day(s) in conjunction with a vacation pick and management will not turn this request down based solely on the necessity to hire overtime to fill the slot. However, if the TC or personal day picked falls on a holiday, forced overtime will be a valid reason for rejecting the request, as it would be unduly disruptive to operations. Employees will be allowed a maximum of five (5) days before and five (5) days after a scheduled vacation once; and, Employees will be allowed to take a maximum of three (3) days before and three (3) days after a scheduled vacation once.

**TELECOMMUNICATOR FIRE
PERMANENT SHIFT SCHEDULE**

	<u>A shift</u>	<u>B shift</u>	<u>C shift</u>	<u>D shift</u>
Sun	0600-1800	1800-0600		
Mon			0600-1800	1800-0600
Tue			0600-1800	1800-0600
Wed	0600-1800	1800-0600		
Thu	0600-1800	1800-0600		
Fri			0600-1800	1800-0600
Sat			0600-1800	1800-0600
Sun			0600-1800	1800-0600
Mon	0600-1800	1800-0600		
Tue	0600-1800	1800-0600		
Wed			0600-1800	1800-0600
Thu			0600-1800	1800-0600
Fri	0600-1800	1800-0600		
Sat	0600-1800	1800-0600		
Sun	0600-1800	1800-0600		
Mon			0600-1800	1800-0600
Tue			0600-1800	1800-0600
Wed	0600-1800	1800-0600		
Thu	0600-1800	1800-0600		
Fri			0600-1800	1800-0600
Sat			0600-1800	1800-0600
Sun			0600-1800	1800-0600
Mon	0600-1800	1800-0600		
Tue	0600-1800	1800-0600		
Wed			0600-1800	1800-0600
Thu			0600-1800	1800-0600
Fri	0600-1800	1800-0600		
Sat	0600-1800	1800-0600		

SIDE-BAR AGREEMENT BETWEEN THE
THE CITY OF ROCKFORD AND IAFF LOCAL
NUMBER 413

This side-bar agreement between the City of Rockford and the International Association of Firefighters, Local Number 413 is in reference to Sections 4.1 of the Collective Bargaining Agreement between the parties dated October 30, 1998, and should be read in accordance with those sections while interpreting and applying the Collective Bargaining Agreement, beginning January 1, 1997.

Section 4.1 reads as follows:

“In accordance with the total complement authorized by the City Council, the number of stations to be manned, and the manpower available, the City will continue to distribute men and officers to achieve the highest efficiency of operations and the greatest protection, and in the interest of fire fighter safety.”

The parties mutually agree this section shall mean that the current level of manpower will be continued, with no fewer than fifty-nine (59) men working per shift (A,B,C) who are assigned to companies or ambulances, including a maximum of fifteen (15) companies and four (4) ambulances.

It is also agreed by the parties that in the event that more men are available than the levels set forth above, they shall be used on companies and ambulances. In the event that another ambulance is placed into service the department will add two additional firefighters/paramedics per shift.

Dated this 30 day of October, 1998.

CITY OF ROCKFORD, a municipal
corporation,

BY: Einar Forsman, City of Rockford

INTERNATIONAL ASSOCIATION OF
FIREFIGHTERS, LOCAL NO. 413

BY: Ron Potenziani, IAFF 413

Original signed document on file.

**SIDE-BAR AGREEMENT BETWEEN THE
CITY OF ROCKFORD AND IAFF LOCAL #413
(As amended from 10/30/98 SB.)**

Pursuant to the Memorandum of Agreement dated October 6, 1995: The two (2) employees currently in the position of alarm Operator shall be retitled to Telecommunicator (Fire), and shall assume the same hours and working conditions as the other Telecommunicators (Fire). However, these two (2) employees shall continue to be compensated as Alarm Operators in accordance with Appendix C of the IAFF 413 1995-96 Collective Bargaining Agreement, or any other provisions of a Collective Bargaining Agreement succeeding the 1995-96 Agreement as they pertain to Alarm Operators. These two (2) employees shall continue to receive any benefits they would normally have received as an Alarm Operator prior to the establishment of the Memorandum of Agreement (10/16/95). Whenever either of the two current Alarm Operators separates service from the City, the subsequent positions shall be compensated in accordance with the schedule of pay as they pertain to Telecommunicators (Fire)[Appendix C].

In order to implement the above understanding, the City and the Union agree that the articles below which are contained in the 1997-1999 Collective Bargaining Agreement apply to the Telecommunicators (Fire) but do not apply to the two (2) former Alarm Operator positions identified above:

4.6	11.2.A
4.14	11.6
4.15	11.7
9.4	13.12
9.5.A	15.B
9.7A	Agreement memorandum (re: TC)

In order to implement the above understanding, the City and the Union agree that the articles below which are contained in the 1997-1999 Collective Bargaining Agreement apply to the two (2) former Alarm Operator positions identified above, but do not apply to Telecommunicators (Fire).

- 4.5 Third to last paragraph only: Overtime incurred by Employees who are called back to work outside of their regularly scheduled working hours due to fire, illness, or emergency, shall be compensated at overtime rate for the greater of either two (2) hours of the actual time worked. For purposes of computing time under this section, compensable time shall commence when the Employee reports for duty.

9.3	9.6
9.4	11.2

Dated this 26th day of June, 2003.

CITY OF ROCKFORD, municipal
corporation,

INTERNATIONAL ASSOCIATION
OF FIREFIGHTERS, LOCAL NO. 413

BY: Einar Forsman
Einar Forsman, City Administrator

BY: Joe Corl
Joseph Corl, IAFF 413 President

Original signed document on file.

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**Memorandum of Agreement
(Amends original MOA of February 7, 2001)**

1) Residency

The parties agree that the below listed provisions shall become effective immediately upon ratification by both their governing bodies:

IAFF 413 employees shall be subject to the same requirements for residency as determined by Arbitrator Goldstein for PBPA Unit 6 (15 mile radius/Winnebago County). Any employee coming off probation between February 7, 2001 and October 1, 2001, and where they are required to become residents of the City of Rockford prior to their eligibility for expanded residency under the Goldstein decision, shall be required to comply with the revised residency requirement.

2) Tillerman and Vacation Pick Sunset Provision

The parties agree that the below listed provisions shall become effective immediately upon ratification by their respective bodies and shall remain in effect until December 31, 2004. The parties shall meet during October of 2004 to determine whether to a) terminate the below provisions, with either party having the right to terminate; or b) mutually agree to extend the provisions until the expiration of the collective bargaining agreement in effect as of October 1, 2004.

Regarding Tillerman Positions: The practice of Tillerman assignment that currently exists is suspended and the following shall serve in its place:

“Prior to the beginning of the vacation selection process, the Chief shall assign the least senior Drivers to the Tillerman position to begin January 1 of the following year, unless a driver with more seniority volunteers for the assignment.”

Regarding Vacation Selection – Article 8.2: The paragraph beginning with “An Employee who is transferred into another company must adjust his selected vacation time...,” and including sub-articles 1), b), and c) are suspended for the purpose of vacation/holiday selection and the below provision shall serve in its place:

“Employees who are transferred during the year shall be guaranteed all of their vacation/holiday picks. Employees whose transfer involves a change of shifts shall pick the closest duty day to their originally picked vacation/holiday.”

The above provision does not apply to Kelly day selections.

Einar Forsman
Einar Forsman, City Administrator

Joe Corl
Joseph Corl, IAFF 413 President

DATE: **June 26, 2003**

DATE: **June 26, 2003**

Original signed document on File.

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Correction to Tentative Agreement Signed December 10, 2002
City of Rockford and IAFF Local 413

With respect to the below paragraph contained within the above referenced TA:

Understanding with regard to Double Jumping: Double Jumping for developmental purposes is okay so long as Officer/Acting Officer maintains responsibility and accountability and remains in a position, including physical location to retain and maintain that accountability. (To be addressed again at post-bargaining meeting where contract implementation is discussed and at which appropriate personnel will be in attendance.)

Einar Forsman

Einar Forsman, City Administrator

Joe Corl

Joseph Corl, IAFF 413 President

Date: **June 26, 2003**

Date: **June 26, 2003**

Original signed document on file.

**SIDE BAR AGREEMENT BETWEEN
CITY OF ROCKFORD AND IAFF LOCAL #413**

Pursuant to the Mediated Tentative Agreement dated October 9, 2009, the parties agree that between January 1, 2010 and December 31, 2011, that staff in the Inspection Bureau may be reduced from seven (7) to five (5) personnel in the Chief's discretion.

CITY OF ROCKFORD, municipal
corporation,

BY: _____
PATRICK HAYES

INTERNATIONAL ASSOCIATION
OF FIREFIGHTERS, LOCAL NO. 413

BY: _____
E.J. DILONARDO